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Current Topics.

Adorning the Law Courts.

SOME LITTLE time ago we expressed satisfaction that something had just been done to mitigate what, if we may adopt the famous phrase applied by LORD BOWEN to the judicial pronouncements of Lord Justice A. L. SMITH, may be called the "distressing nudity" of the Central Hall and corridors of the Law Courts by the placing in a favourable position the portrait of a seventeenth century judge, believed to be Sir EDWARD HERBERT. A further step in the same direction is now being taken to transform the vacant places on the walls of the Central Hall into a portrait gallery of famous judges of the past. Through the generosity of Fishmongers' Company a large picture representing Lord Chancellor HATHERLEY, proceeding in his robes from the House of Lords, attended by the mace-bearer, the purse-bearer, and the train-bearer, while in the background are depicted LORD GRANVILLE, LORD CLARENDON and LORD SPENCER, is to be placed in the Central Hall where it can be easily seen, and where it will relieve the bareness of the walls. While LORD HATHERLEY is now a somewhat shadowy figure, it is worth recalling that Mr. GLADSTONE, in whose ministry he held the office of Lord Chancellor, regarded him as one of the most helpful members of his Cabinet. To high character he added great legal distinction, although it may be that he was not so forceful politically as some other occupants of the Woolsack. It was, therefore, a happy thought on the part of the Fishmongers' Company to present the picture to the Law Courts, where it will recall one who played his part well in the administration of the law in his day and generation, and left behind him the memory of a man of great moral qualities.

Judicial Legislation.

IN HIS fascinating volume on "Law and Opinion in England," the late Professor DICEY devotes one of the chapters to the part played by judges in building up the fabric of the law. He says, "As all lawyers are aware, a large part, and, as many would add, the best part of the law of England is judge-made law—that is to say, consists of rules to be collected from the judgments of the courts." Upon the same theme Professor JENKS has a good deal to say in the second fasciculus which he has just contributed to the "Studies of the International Academy of Comparative Law," issued by a German firm of publishers on behalf of the Academy, his special subject being the "Sources and Judicial Organisation of English Law." Into the comparatively small compass of his contribution he has packed a remarkable amount of learning, and as he was writing not so much for English readers, but for foreign students, he has touched many points which the English student might easily overlook. Dealing with what DICEY called "judge-made law," he points out that though in theory all judgments of the superior courts are authoritative, in practice only those which are reported in one or other of the recognised reports are cited as authorities—an observation which reminds us of the remark of BURKE, that "to give judgment privately is to put an end to reports; and to put an end to reports is to put an end to the law of England." With a quiet humour, the Professor goes on, in dealing with "authorities," to say that "decisions generally believed to be inconsistent with the current of judicial opinion are apt to be 'distinguished' on slight grounds from the case under discussion. *A fortiori*, decisions which betray a misapprehension or forgetfulness of a well-known rule of law are lightly regarded. In one well-known decision a Vice-Chancellor flatly declined to follow a recent pronouncement of the Lord Chancellor, his official superior, remarking casually, that 'Even Lord Chancellors sometimes make mistakes.'" We assume that this temerarious observation of the Vice-Chancellor rests on tradition, for we have been unable to find it in the report of the case in question. Probably the reporter declined out of caution to give immortality to so seemingly heterodox a statement, although true enough in fact. Do we not remember that a more recent Lord Chancellor gravely stated, to the astonishment of Lincoln's Inn, that if you want to find a resulting trust you naturally look for it on the face of the document under construction? The whole of Professor JENKS' monograph makes pleasant reading, and an added value is given to it in the eyes of foreign students by the very full and accurate bibliography of current statute law, law reports, and legal journals of the British Empire which has been compiled by Mr. ARTHUR HEWITT, the Assistant Librarian of the Middle Temple.

The Meaning of the Word "Book."

THE CASE of *In re Tomline's Will Trusts; Pretyman* v. *Pretyman* (*The Times*, 30th January), is a happy instance of a matter of both antiquarian and legal interest—antiquarian, because it gave public prominence to a most interesting and well preserved collection of original letters over 100 years old; legal, because it gave to MAUGHAM, J., the opportunity of shortly and clearly setting forth the chief features of a "book" as the word is used in ordinary language. The matter arose on a summons taken out by the tenant for life under a settlement contained in a will whereby the testator had bequeathed all the pictures, prints, statues, sculptures, articles of vertu, books, furniture and plate at his mansion houses as heirlooms. In the testator's possession at the date of his death were 155 of the manuscripts of the series of letters known as the "Paston" letters. Originally all the manuscripts of the series were the property of Sir JOHN FENN. He, towards the end of the Eighteenth Century, had 155 of them inlaid into sheets of paper, and had the sheets bound in three volumes. The three volumes, which were produced to MAUGHAM, J., in court, came into the testator's possession in the exact form given to them by Sir JOHN FENN, which they kept also at the date of the hearing of the summons. The tenant for life under the settlement in the testator's will wished to sell them, and asked the court to decide whether they were heirlooms, and, if so, to give leave for the sale. MAUGHAM, J.,

held that the three volumes containing the letters were "books," and thus passed under the will as heirlooms. The reasons given by him for so deciding will be of great value for guidance in similar cases. First, he made it clear that printing (i.e., production by a press or any means other than the hand) is not essential to make a production a book; and he then tabulated, in what appears, in the report, to be ascending order, the characteristics of a book, by reference to the volumes before him. They were, he said, like books to the eye; they could be used as books; their pages could be turned, the handwriting deciphered, and the letters read as a collection. And, most important of all, as it seems, the letters could not be detached from the pages of which they formed part, save by a process of mutilation. His lordship's succinct words appear to have catalogued exhaustively the salient features of a book. Even the Japanese picture-books which are primarily intended to be opened "Jacob's ladder"-wise are susceptible of having their pages turned one by one; and it is probable that no production which in ordinary language would be called a book could be said not to possess the characteristics given in this decision.

Sunday Church-going.

SINCE THE note, *ante*, p. 48, was written, the Manchester and Salford Sunday Games and Freedom League has found magistrates willing to grant their summons, which has been heard, with the result that the bench, after a passing doubt whether the matter was not an abuse of process, found that the defendant had violated the old statute, and admonished him. Prosecuting counsel, no doubt familiar with the Act of 1846, disclaimed compulsory church-going as part of his case, which, apparently, was based on the failure of the defendant to perform the duty of exercising piety publicly on Sunday. We are still left in the dark as to how that duty may fitly and suitably be performed, but apparently no single action of the councillor on that particular Sunday could be interpreted as any attempt at performance. The Bench's admonition or monition may be regarded as a caution with an Ecclesiastical flavour. This preliminary round, therefore, appears to be drawn, and the League must continue its prosecutions if it desires tangible results. If it can only procure admonitions, it demonstrates that the statute of 1677 is doing no one any harm, absurd though its provisions may be in the twentieth century. We confirm our opinion expressed in the previous note, that the League could more profitably make a direct move against any unreasonable Sunday restriction, which is still not only enforceable, but enforced.

Sentence of Outlawry.

IT ALMOST savours of a return to the dark ages to hear of a sentence of outlawry being pronounced by a British Court. Yet this was done in the Court of Justiciary in Scotland recently. What is meant by such a sentence and in what circumstances is it pronounced? Taking the latter half of the question first, we find that Baron HUME, in his "Commentaries on the Law of Scotland respecting Crimes," says that "although our law justly refuses to take any step towards the trial of anyone in his absence, it is, however, very necessary on the other hand, that we should have some means of compelling to appear, or of driving out of the country, those wicked and dangerous persons who abscond owing to consciousness of their guilt. Our expedient for this purpose is sentence of fugitation or outlawry, which passes against the accused, on his absence at the diet of his libel, and is attended with the forfeiture of his person in law." In other words, and put more shortly, the sentence of outlawry is imposed where the person indicted fails to appear. Turning next to the consequences which follow the pronouncement against an accused person of the sentence of outlawry, HUME, as we have seen, says that it involves "the forfeiture of his person in law," which means that "he cannot bear testimony on any occasion, or hold any place of trust, or even pursue or defend in any process, civil or criminal, or claim any personal privilege or benefit whatsoever of the law." It might seem fairly evident that a person who has failed to appear to answer a grave charge preferred against him on indictment and has thereupon been declared an "outlaw," would not be likely to desire to give evidence in any other proceeding or put in an appearance to pursue or defend any process. To be thus precluded from doing things which *ex hypothesi* he would not be desirous of doing would, therefore, seem no great hardship, but the sentence may involve more than a mere deprivation of privileges, for the old law that outlawry may be followed by certain forfeitures of goods and profits from lands is still apparently in force. Moreover, the sentence of outlawry may be, and usually is, followed up by the Crown obtaining what are called letters of caption against the accused upon which he may be imprisoned if he is found within the Kingdom, and if he is thus arrested and imprisoned he is not bailable whatever the nature of his offence may have been. A person who has been declared an outlaw may however petition the court to "repone" him against the sentence in order that he may stand his trial, and there have been several cases in which this has been done, one as recently as 1894.

Bequest of Stock in Absorbed Concern.

THE RECENT decision in *Re Jenkins* [1931], W.N. 22, might well be brought to the notice of testators who may—not unnaturally—consider that they have made provision for beneficiaries by bequeathing to them a specific legacy of stock in a concern which has subsequently been absorbed in a larger undertaking. In the case under notice a testator by will, dated 30th September, 1913, bequeathed "the sum of £3,500 and all other moneys that I may at my death possess invested in the Swansea Harbour Trust," upon the trusts therein mentioned, and—without making any further testamentary disposition of his property—died in December, 1928. At the date of his will the testator held 4 per cent. stock authorised by the Swansea Harbour Act, 1886, of the amount mentioned therein, and by virtue of the Great Western (Swansea Harbour Vesting) Act, 1923, he received in exchange for his stock a certificate for £2,800 5 per cent. consolidated preference stock of the Great Western Railway. Section 12 of the Act is in the following terms: "Stock of the company substituted by virtue of this Act for any stock of the trustees or (as the case may be) any cash paid under this Act to the holders of mortgages granted by the trustees, shall be held upon and subject to the same trusts, liens, charges, powers and other legal or equitable rights, privileges and restrictions as affected the stock or mortgages for which by virtue of this Act the stock of the company is substituted or the cash is paid, and any reference in any Act of Parliament, deed, will, codicil, book, document, instrument or writing to any such stock or mortgages shall be deemed to be a reference to the stock of the company or (as the case may be) the cash by virtue of this Act substituted therefor." Mr. Justice LUXMOORE held, that the latter part of this section did not enlarge the scope of the former part, which applied only to existing trusts, and hence the words which, in effect, substituted new stock for old in any Act of Parliament, deed, will or codicil "were not wide enough to cover future trusts which might come in existence at a future date." Moreover, the section was inapplicable for want of specific reference in the will to "stock." For these reasons it was held that the terms of the bequest did not embrace the new stock in the Great Western Railway. It would appear, however, that, provided the original bequest contains the word "stock," the defect would be remedied by a codicil confirming the will and made after the date of the absorption. For, in a case where this was done, the words "all my stocks and shares of whatsoever kind in the Great Eastern Railway," were treated as a *falsa demonstratio* and were held to carry the substituted securities in the London and North Eastern Railway (*Re Anderson* [1928], W.N. 46).

Criminal Law and Practice.

Disobedience to a Subpœna.—The public has recently had more than one opportunity to learn that old law is not necessarily obsolete law. A further illustration of this important truth was furnished by a Divisional Court on 3rd February in *Rex* v. *Judge: Ex parte Justices of the Isle of Ely*, in which the court discharged a rule granted at the instance of the Justices of the Isle of Ely calling on Mr. William Judge to show cause why a writ of attachment should not issue against him for his alleged contempt in refusing to obey a subpœna duly issued and served on him to attend as a witness at the Quarter Sessions of the Isle of Ely. Mr. Judge had been subpœnaed with the object of providing corroboration of the evidence of an appellant in a bastardy appeal, and he refused to attend the court on the ground that he knew nothing whatever about the matters in question. The appeal on which he refused to attend was one against the refusal of the justices in petty sessions to make an affiliation order, and it was dismissed on the ground of lack of corroboration of the appellant's evidence. In giving judgment discharging the rule, the Lord Chief Justice cited in full the judgment—one of the most succinct in the Law Reports—of Mr. Justice Taunton in *Rex* v. *Brownell* (1834) 1 Ad. & Ell. 598, where he said: "Disobedience to a Crown Office subpœna is a manifest contempt of the authority of this court; disobedience to a subpœna from quarter sessions is not. I am of opinion that we cannot interfere." It had been argued that changed social conditions since 1834 ought to bring with them a change in the law, but as the Lord Chief Justice pointed out, there had been no case since that date to show that *Rex* v. *Brownell* was no longer law. It is true that questions like that in *Rex* v. *Judge* could not arise if a subpœna were issued from the Crown Office, but this may be a very inconvenient course in quarter sessions in distant counties.

A Question of Jurisdiction.—Mr. Graham-Campbell, sitting at Bow Street Police-court, on 3rd inst., had to decide the troublesome question whether he ought, or ought not, to hear an application by a disqualified motor-car driver for the restoration of his licence when quarter sessions had fixed the term of the disqualification.

The facts, as reported in *The Times*, were that the applicant was sentenced at Bow Street to two months' imprisonment for being drunk while in charge of his car, and, by virtue of the Criminal Justice Act, 1925, he was automatically disqualified for holding a licence for twelve months. On appeal to the London Sessions, the conviction was reduced to a fine of £50, and the Court made an order disqualifying the applicant for holding a licence for five years. Since then, the Road Traffic Act, 1930, has become operative in such a case. That Act has the words "the Court by which he was convicted or by which the order was made."

Counsel on both sides put forward the view that the magistrate could hear the application; but inasmuch as the question was whether quarter sessions or the police court had jurisdiction, the learned magistrate naturally took the point himself and, after consideration, decided to hear the application, which was, in the result, successful, the disqualification being removed.

Section 31 of the Summary Jurisdiction Act, 1879, which deals with appeals, recites, in sub-s. (5), that the order of the court of quarter sessions upon the hearing of the appeal, "shall have the same effect, and may be enforced in the same manner, as if it had been made by the court of summary jurisdiction." Here, it is true, the question was not of enforcing the order in a particular manner (though it was a question whether an order of disqualification was to be enforced or not); but if the order of disqualification made by quarter sessions is of the same effect as if it had been made at the police-court, it seems a sound argument that the police-court could entertain an application to reverse the disqualification just as if it had made the order.

Publication to Servants—Excess of Privilege.

When defamatory matter is communicated to a clerk or other servant of the defamer, the person defamed or a third person, two questions may very well arise: (1) Is there publication, and, if so (2) does privilege cover such publication?

Is there Publication?

Publication consists of making known defamatory matter to any person other than the person defamed. Obviously, a servant of the plaintiff or defendant in an action for libel or slander, or of a third person is "any person" within this definition, and, generally, the communication of defamatory matter to such servant is publication.

Pullman v. *Hill & Co.* [1891] 1 Q.B. 524, illustrates this proposition. There, the alleged libel was contained in a letter respecting the plaintiffs, two members of a partnership, written on behalf of a limited company, and sent by post in an envelope addressed to the firm. The writer did not know of the existence of other partners. The letter was dictated to a clerk by the managing director, and was taken down in shorthand, transcribed and typed out. It was then copied by an office boy in a copying press. When it reached its destination, it was, in the ordinary course of business, opened by a clerk of the firm and read by others.

The Court of Appeal held that the letter must be taken to have been published to the clerks of both the company and the firm. Lord Esher, M.R., at p. 527, expressed himself as follows: "What is the meaning of 'publication'? The making known the defamatory matter after it has been written to some person other than the person of whom it is written. . . . If the writer of a letter shows it to his own clerk in order that the clerk may copy it for him, is that a publication of the letter? . . . I cannot, therefore, feel any doubt that, if the writer of a letter shows it to any person other than the person to whom it is written, he publishes it."

It is not, however, every communication to a servant which will constitute publication. An accidental or inadvertent communication, unless it be occasioned by some default on the part of the defendant, is no publication. It is otherwise if the defendant knows or has reason to know that such a communication is likely to occur. A comparison of the cases on this point will make the matter clear.

The jury, in *Gommersall* v. *Davies*, 14 T.L.R. 430, in answer to questions put to them, found that the plaintiff's business was such that, to the defendant's knowledge, letters addressed to the plaintiff and received in the ordinary course of business would be likely to be opened by persons in the plaintiff's employment. It was held, on these findings, that there was publication to a person, employed by the plaintiff, who, in fact, opened a defamatory letter.

In *Huth* v. *Huth* [1915] 3 K.B. 32, the defendant sent through the post, in an unenclosed envelope, a written communication which the plaintiffs alleged to be defamatory of them. It was taken out of the envelope and read by an inquisitive butler employed at the house to which it was addressed. It was held that there was no publication and, in the judgment of Lord Reading, C.J., at p. 41, *Gommersall* v. *Davies*, *supra*, is distinguished: "It is to be observed that the distinction between the position of the clerk in that case (*Gommersall* v. *Davies*) and that of the butler in the present case, is that the clerk opened the letter in the ordinary course of his business, while the butler opened it in breach of his duty, outside the ordinary course of his business."

Swinfen Eady, L.J., at p. 43, expressed clearly the basis of the finding. He said: "There was no evidence of publication because there was no evidence that, to the defendant's knowledge, a letter enclosed in this envelope—but unsealed and unstuck down—would, in the ordinary course, be likely to be opened by the butler or by any person in the employ of

the mistress or at the mistress's house, before it was delivered to her."

Another case worthy, perhaps, of attention, is *Sharpe* v. *Skues* (1909) 25 T.L.R. 336, where the plaintiff sued the defendant for damages for libel contained in a letter sent by the defendant to the plaintiff at his office, which was the only address known to the defendant. It was delivered on a Saturday, when the plaintiff was away on a week-end holiday, and was opened, as was usual in such circumstances, by the plaintiff's partner and read by him and a clerk. The two following questions were put to the jury—(1) was the letter sent by the defendant likely, according to the ordinary course of business, to be opened by a partner or clerk; and (2) might it, according to the defendant's knowledge, be possible for the letter to be opened by a partner or clerk of the plaintiff. The answers were, respectively, "Yes" and "No," and it was held that there was no publication. In the Court of Appeal, Lord COZENS-HARDY, M.R., observed: "It would be a publication if the defendant intended the letter to be opened by a clerk or some third person not the plaintiff, or, if, to the defendant's knowledge, it would be opened by a clerk; but the jury had negatived this in the clearest terms . . . ."

It is submitted that the general rule applicable in these cases is that there is publication when a defamatory matter is communicated to a servant of the plaintiff, the defendant or a third person, unless it is communicated accidentally and the defendant has no knowledge or means of knowledge that the communication is likely, in the ordinary course of things, to occur.

DOES PRIVILEGE EXIST?

This question is more difficult than that of publication, but it can be stated at the outset that it can only arise when the communication, if made direct to the person intended to receive it and without the intervention of clerks or servants, would be privileged.

The question is really as to how far such privilege will extend to intervening servants.

There is a general rule that privilege is destroyed by excessive publication. If the publication is more extensive than the occasion requires privilege is lost, though no publication which is reasonably necessary for the exercise of the defendant's privilege is an excess of it. So, in *Lawless* v. *The Anglo-Egyptian Cotton & Oil Co.* (1896) L.R. 4 Q.B. 262, it was held that, as it was the duty of the directors of a company to communicate the auditor's report to the shareholders and it was for the benefit of all shareholders to be informed of the report, the printing and publication of it were *prima facie* privileged.

This general rule has been applied to cases of publication of defamatory matter to servants of both the defamer and the person intended to receive the communication. In *Pullman* v. *Hill & Co., supra*, the short facts of which are set out above, it was held that the publication to the servants of each party was not privileged. Lord ESHER, M.R., said: "Can the communication of the libel by the defendants in the present case to the typewriter be brought within the rule of privilege as against the plaintiffs—the persons libelled? What interest has the typewriter in hearing or seeing the communication? Clearly he had none."

Boxsius v. *Goblet Freres* [1894] 1 Q.B. 842, in the decision of which Lord ESHER took part, marks the beginning of the deviation from the finding in *Pullman* v. *Hill & Co., supra*, which to-day must be treated as a decision of fact that, in 1891, it was not a usual and reasonable thing for a member of a business firm to dictate a letter containing defamatory matter to, and have it copied by, a clerk. In *Boxsius* v. *Goblet Freres, supra*, a solicitor, acting on behalf of his client, wrote and sent to the plaintiff a letter containing defamatory statements of her. The letter was dictated to a clerk in the office and was copied into a letter book by another clerk. This communication was held to be privileged since the communication, if made by the solicitor direct to the plaintiff, would have been privileged, and the publication to his clerks was necessary and usual in the discharge of his duty to his client, and was made in the interest of his client.

Lord ESHER, M.R., at p. 844, dealing with *Pullman* v. *Hill & Co., supra*, said: " . . . this Court held that if a merchant dictates to a clerk a libellous statement about a customer, which that clerk takes down and gives to another clerk in the office to copy, that publication to the clerks, and the occasion of such publication is not privileged. We so held on the ground that it does not fall within the ordinary business of a merchant to write such defamatory statements, and that if he does so, it is not reasonably necessary, as he is doing a thing not in the ordinary course of his business, that he should cause the statements to be copied by a clerk in his office."..He dealt further, at p. 845, with the case before him: "If a solicitor is instructed to write defamatory matter on a privileged occasion on behalf of a client, he must do this business, as he does other business of the office, in the ordinary way, and that involves his having the communication taken down or copied by a clerk in his office, and copied into the letter book. . . . Such a case seems to me distinguishable from that of a merchant who is writing a libel out of the course of his ordinary business, who, if he has the letter copied by a clerk, does this at his own risk."

FLETCHER MOULTON, L.J., in *Edmondson* v. *Birch & Co., Ltd.* [1907] 1 K.B. 371, at p. 382, laid down with clarity what must serve as the test applicable in these cases. He said: "If a business communication is privileged, as being made on a privileged occasion, the privilege covers incidents of the transmission and treatment of that communication which are in accordance with the reasonable and usual course of business."

It is, of course, a question of fact as to what is the reasonable and usual course of business. In 1891, it was apparently neither reasonable nor usual that a business man should make a defamatory communication to his clerks for the purpose of transmission. Since then business practice has altered, and, in 1930, the Court of Appeal held that it was in accordance with the reasonable and usual course of business for a business man to dictate letters to a typist, even although these letters contained statements defamatory of a third person: See *Osborn* v. *Thomas Boulter & Son* [1930] 2 K.B. 226. In this case, SCRUTTON, L.J., held that *Pullman* v. *Hill & Co., supra*, was merely a decision of fact as to the course of business at that date.

The general rule so admirably expressed by FLETCHER MOULTON, L.J., in *Edmondson* v. *Birch & Co., Ltd., supra*, extends not only to servants of the defendant, but also servants of third parties. The decision in *Roff* v. *The British and French Chemical Manufacturing Co* [1918] 2 K.B. 677, was based upon the following facts. A dispute arose with reference to a business transaction between the defendants and X Y. It was referred to arbitration, and X Y proposed to appoint the plaintiff as arbitrator. The defendants objected and wrote X Y a letter containing matter defamatory of the plaintiff.

The letter was opened in the ordinary course of business by a clerk of X Y, who placed it on the desk of another clerk, who handed it to one of the principals. SCRUTTON, L.J., at p. 684, held that: "When you have a privileged occasion, the fact that in making the communication on a privileged occasion, in a reasonable and usual business manner, having regard to the subject matter of the communication, you bring it before other subordinates either those of your own or those of the receiver, does not destroy the privilege." The term "other subordinates . . . of the receiver" will, it seems, include servants of the plaintiff.

When, therefore, defamatory matter is published to a servant or servants of the defamer or the "receiver," two

questions arise: (*a*) Would the publication, if made direct to the "receiver," be privileged, and (*b*) is the publication to the servant or servants in accordance with the usual and reasonable course of business? If the answer to both questions is in the affirmative, the privilege extends to the publications to the servant or servants, but not otherwise.

Escape from Devil's Island.

THE recent application to the Judicial Committee of the Privy Council of three escaped prisoners from Devil's Island for special leave to appeal from the judgment of the Supreme Court of Trinidad dismissing their application for a writ of *habeas corpus ad subjiciendum* in order that they might be discharged from custody makes quite romantic reading. The three prisoners—a Russian, a Pole and a Frenchman—had all been convicted in France of either murder or attempted murder, and had been sentenced to various terms of imprisonment in the French Penal Settlement of Cayenne, French Guiana, known as Devil's Island. About the 28th July, 1930, they, with others, succeeded in escaping from the island in a small open sailing boat. After four days at sea in stormy weather, the boat capsized and two of the occupants were drowned. The survivors managed to right the boat—no light task in heavy weather—and they were eventually driven ashore at Chatham Bay, Erin, on the Island of Trinidad, on the 7th August, 1930. They were immediately taken into custody as suspected fugitives from French Guiana. After an appearance before a magistrate they were remanded in custody, and were subsequently committed to prison pending the pleasure of the Governor of the Colony. Those steps were taken in accordance with the laws of Trinidad and Tobago. A requisition for the extradition of the prisoners was later made by the Governor of French Guiana, and, following another appearance before a magistrate, the prisoners were committed to prison for the purpose of surrender, but the operation of the surrender order was suspended for fifteen days to enable the prisoners, if they so desired, to apply for a writ of *habeas corpus*. They did so apply, to the Supreme Court of Trinidad, and their main contention was based on Article 1 of the Treaty made between Great Britain and France in 1876. That Article provides that: "The High Contracting parties engage to deliver up to each other those persons who are being proceeded against or who have been *convicted of a crime committed in the territory of the one party* and who shall be found within the territory of the other party . . ." The prisoners contended that they should be discharged from custody because the magistrate had before him no evidence that the crimes for which they were severally convicted were committed in French territory. The Attorney-General for Trinidad submitted that the court could make the presumption that the offences took place within the territorial jurisdiction. The same submissions were repeated and amplified before the Judicial Committee of the Privy Council. A further ground on which the applicants sought to be discharged was that the request for extradition was not made within fourteen days of their arrest as required by Article 9 of the Treaty of 1876. The Supreme Court of Trinidad dismissed the application, the Chief Justice being of opinion that there was no question of proving an offence but of proving a conviction, and that the magistrate had to satisfy himself that there was a *primâ facie* case for the fact of conviction. At the hearing before the Privy Council the Extradition Treaty and the statutes and ordinances relating thereto were carefully considered, and in the result special leave to appeal *in forma pauperis* was granted, it being intimated that it was desirable to proceed with the matter as expeditiously as possible. In the meantime the appellants remain in custody.

Decisions of Permanent Court of International Arbitration.

[CONTRIBUTED.]

IN a previous article, dealing with the establishment and the work of the Permanent Court of International Justice at the Hague, some account has been given incidentally of the Permanent Court of Arbitration, which preceded it, and with whose status it does not interfere.

The treatment that has been attempted of the subject of the Hague tribunals may fittingly be concluded by a brief note on some of the more important decisions of the Permanent Court of Arbitration itself.

The delay on the part of the Ottoman Government in the payment to Russian subjects in Turkey of indemnities and interest stipulated for in Art. 19 of the Preliminaries of Peace signed at San Stefano on 19th February/3rd March, 1878, formed the subject of a reference to the Permanent Court. The claims had been investigated by a Commission whose awards were periodically notified to the Porte and not contested. The total amount awarded was 6,186,543 francs. Turkey made several payments to account, but was heavily in arrears.

The question arose whether she was liable to pay "moratory interest" on her indebtedness. The Court (11th November, 1912) overruling the contentions of Turkey, held that she was in principle bound to pay such interest, after formal demand (*mise en demeure*) by Russia, and that her subsequent internal and external difficulties did not amount to *force majeure* (which, had it existed, would have furnished her with a good "exception" to the claim), but on the facts held that Russia had renounced her right to demand payment of the interest in question. The case was, therefore, decided in Turkey's favour.

Three points of importance were decided in this reference: (1) that there is no difference in principle between "compensatory" and "moratory" interest; (2) that a *mise en demeure* is, in such circumstances as the case presented, a necessary preliminary to responsibility for delay; (3) that the obligation of a State to carry out a treaty may be relaxed, if its very existence is in danger, if, in short, the observance of the international duty would be "self-destructive."

In the *Norwegian Shipping Case* (13th October, 1922), in which the Norwegian Government put forward claims, on behalf of certain of its subjects in connexion with the requisitioning by the United States of vessels belonging to them in 1917, the Court declined to recognise the issue of the requisition order as "automatically bringing into being a condition of *force majeure*" (p. 147) and added:—

> "Although 'restraint of princes' may well be invoked in disputes between private citizens, it cannot be invoked by the United States against the Kingdom of Norway . . . No State can exercise towards the citizens of another foreign State the power of eminent Domain, without respecting the property of such foreign citizens . . . or paying just compensation." (p. 151.)

The Court also awarded interest in this case *ex æquo et bono* (p. 154).

Continuous and peaceful display of the functions of State within a given territory is a constituent element of territorial sovereignty:—

> "Although municipal law is able to recognise abstract rights of property as existing apart from any material display of them, it has none the less limited their effect by the principles of prescription and the protection of possession. International law, the structure of which is not based on any super-State organisation, cannot be presumed to reduce a right such as territorial sovereignty, with which almost all international rights are bound up, to the category of an abstract right, without concrete manifestations."

Acting on these principles, the Court held (4th April, 1928) that the Island of Palmas or Miangas, in the Philippine group, did not pass to the United States by way of cession from Spain under the Treaty of Paris, 1898, as Spain had never exercised effective sovereignty over it, but belonged to the Netherlands :

"on a title of peaceful and continuous display of State authority." (See pp. 17, 18, 57.)

The judgment of M. HUBER, the sole arbitrator in this case, is a valuable pronouncement on the law of territorial sovereignty.

In the *Pious Funds of the Californias Case*, the first reference to the Permanent Court, it was held (14th October, 1902) by the tribunal, of which Sir EDWARD FRY was one of the members, that the doctrine of *res judicata* applies to arbitral tribunals and that not only the actual decision (*le dispositif*) but the data leading up to it may be invoked as *res judicata*.

"All the parts of a judgment or of a decree, concerning the points debated in the litigation, cast light upon, and mutually supplement each other : all serve to give precision to the meaning and the scope of the actual decision and to the points on which *res judicata* exists and which cannot thereafter be called in question" (pp. 108-9).

On 7th July, 1910, the P. & O. steamship "Morea" arrived at Marseilles, outward bound for India. She had on board under the custody of the police, an alleged Hindu revolutionary, VINAYATH DAMODAR SAVARKAR, who was being sent back to India to be tried there for abetment of murder. Early on the morning of the 8th July, SAVARKAR got out of a porthole of the steamer, threw himself into the sea, swam to the quay, and began to run away. Some persons on the ship, who were gesticulating and shouting, rushed over the bridge leading to the shore, in order to pursue him. He was seized by a brigadier of the French Marine Gendarmerie, who thought that he was an ordinary deserter, and who took him back on board the "Morea," and handed him over to the British police. The French Government subsequently claimed that SAVARKAR should be restored to it on the ground that he had, in effect, been "extradited" through a mistake on the part of the brigadier, who effected the arrest, without any of the formalities prescribed by the Extradition Treaty of 1876, between France and England, having been complied with.

The dispute was referred to the Permanent Court of Arbitration by a *compromis*, dated 25th October, 1910. It transpired from the evidence, (1) that prior to the departure of the "Morea" from London, the Commissioner of the Metropolitan Police had informed the Director of the Sûreté in Paris that SAVAKAR was being sent back by him to India and that Indian revolutionaries then in Paris, might endeavour to organise or further his escape at Marseilles, and had requested him to take the measures necessary to guard against any attempt of that kind ; (2) that the Director gave instructions to that effect ; (3) that, in pursuance of such instructions, a Commissaire of the French police boarded the "Morea" on her arrival at Marseilles and placed himself at the disposal of the British police in charge of SAVARKAR in respect of the watch to be kept ; and (4) that this officer was aware of the brigadier's action and did not protest against it.

In these circumstances, the Court dismissed the French claim (24th February, 1911). The *ratio decidendi* was expressed thus :—

"Whilst admitting that an irregularity was committed by the arrest of SAVARKAR, and by his being handed over to the British police, there is no rule of international law, imposing (in such circumstances) any obligation on the power which has in its custody a prisoner to restore him because of a mistake committed by the foreign agent who delivered him up to that power."

In the *Casablanca Case* (22nd May, 1909), six soldiers, of whom three were of German nationality, deserted from the French Foreign Legion, stationed at Casablanca, in Morocco, claimed and obtained the protection of the German Consul there, and were forcibly removed from that protection by French soldiers. The tribunal held that all six were subject to the exclusive military jurisdiction of France, and that the German Consul had gravely violated his duty in affording any protection to the deserters, who were not of German nationality, but that the French authorities should have left the German deserters in the Consul's possession till the question of jurisdiction could be decided. In view, however, of its general finding that the military jurisdiction of France took precedence of the ex-territorial jurisdiction of Germany, the tribunal declined to direct the surrender of the German deserters.

In the *Canevaro Case* (3rd May, 1912), the Court, dealing with circumstances the converse of those arising in the case of the Serbian and Brazilian Loans, held that the municipal law of Peru governed the currency in which a debt due by the Peruvian Government to Peruvian citizens should be paid.

The decision of an arbitral tribunal may be reviewed for "excessive exercise of jurisdiction and essential error in the judgment," where the parties in the treaty of reference to the Permanent Court impliedly admitted that such *vices*, if present, would involve the nullity of an arbitral award (ss "Orinoco," 25th October, 1910).

Company Law and Practice.

LXIII.

DIRECTORS' FEES AND LIMITATION.

DURING the course of last year the case of *Re Coliseum (Barrow) Limited* was decided, and was reported in 1930 [W.N.], at p. 101. A correspondent, shortly after this report appeared, wrote to this journal with certain criticisms of the decision as reported—at the time of this letter, I purposely refrained from commenting thereon, in view of the fact that the report was only contained in the "Weekly Notes," and that the full report, when it appeared, might shed more light on the position. This report has now appeared, in [1930] 2 Ch., at p. 44, and, though no such further light has been cast, it may be useful now to examine the case with some attention.

The facts, so far as material, were shortly as follows: A company, in respect of which an order for compulsory winding up was made in 1929, had been in difficulties for some years, and the directors had, for some time, allowed their fees as directors to stand over, and to remain as a debt due from the company to them. The amounts owing to the directors had been shown in the balance sheets of the company from year to year ; every such balance sheet had been duly signed by two directors in accordance with the provisions contained in s. 113 of the Companies (Consolidation) Act, 1908, and had also been duly passed by the company in general meeting.

In the winding up, a director lodged with the liquidator a proof in respect of all directors' fees due to him at the commencement of the winding up. This director had been present at the meetings adopting the balance sheets. (The report does not say whether this means meetings of directors at which the balance sheets were considered before signature, or meetings of the company.) The liquidator rejected the proof in so far as it related to directors' fees accrued due more than six years before the date of the winding-up order ; and the director, whose proof had been rejected in this way, took out a summons in the liquidation, asking that his proof might be allowed for the full amount for which it was lodged.

On behalf of the applicant it was argued that the balance sheets amounted to an acknowledgment, so as to take the case out of the Statute of Limitations of 1623. This statute, which imposed a limitation of six years in the case of simple contract debts, made no provision for any acknowledgment taking a case out of the statute, but it has been held, over and over

again, by the courts, that a promise to pay, given within six years before action brought, might give rise either to a new cause of action or to a revival of the original one, for this purpose it does not matter which. Certain acknowledgments, if made to the creditor or his agent, may also, for this purpose, amount to a promise to pay, this being in each case a question of construction of the particular acknowledgment. The combined effect of s. 1 of Lord Tenterden's Act, 1828, and s. 13 of the Mercantile Law Amendment Act, is that any such acknowledgment or promise must be in writing signed by the party chargeable, or by his agent duly authorised in that behalf.

MAUGHAM, J., in the case under consideration, rejected the claim of the applicant, holding that there were no acknowledgments in writing within Lord Tenterden's Act. Having stated that two directors had signed the balance sheets on behalf of the board, and stated that, if a statement had been made in the balance sheet that the company owed a specified sum to a shareholder to whom the balance sheet was sent in the usual way, such statement would, he thought, have amounted to a sufficient acknowledgment, his lordship went on as follows: "The difficulty in the present case is that the promise, if any, is a promise by the directors, as a board acting on behalf of the company, to pay to themselves the amount of the directors' fees, and it seems to me that this is not, in the circumstances, a promise to pay on behalf of the company. Having regard to the position which a director, as agent of the company, necessarily occupies in relation to the company, it would not have been competent action to the board, acting as a board, to authorise the giving of a definite promise to pay to themselves. They would all have been interested in the matter, and so would have been incapable of passing the resolution so as to bind the company."

In substance the criticism of my correspondent is that the balance sheet when duly adopted by the company in general meeting is the balance sheet of the company and binding upon it. The report of the case is not particularly helpful, but it seems that the real ground of the decision must be that the board was not, and could not be, an agent of the party chargeable duly authorised to make the acknowledgment. Nowhere, except in the statement of facts at the beginning, is reference made throughout the case to the approval by the company of the balance sheets.

Why should this approval not constitute the board duly authorised agents? Can the fact that such approval is not given *ad hoc* affect the question? Apparently not, in view of the remark made by the learned judge that a statement in the balance sheet that the company owed a specified sum to a shareholder would satisfy the statute. Can the fact that the approval is given after the signature of the balance sheet make any difference? A principal may surely adopt the acts of a person who purports to act on his behalf, though not, at the time he so acts, actually possessing the requisite authority.

The matter is somewhat troublesome, and it is unfortunate that we have no guidance from MAUGHAM, J., as reported. The true answer to the criticism, however, seems to be this, that the company in adopting the balance sheet, cannot be taken as intending to widen the scope of the authority of its agents the directors, or to approve anything which is beyond their powers, by a mere resolution adopting the balance sheet.

(*To be continued.*)

RECORDER OF DOVER.

The King has been pleased to approve a recommendation of the Home Secretary that Sir Archibald Bodkin be appointed Recorder of Dover to succeed the late Mr. G. Thorn Drury, K.C.

Sir Archibald Henry Bodkin who was Director of Public Prosecutions from 1920 until last year, when he retired, has previously held the Recordership of Dover from 1901 until his appointment in 1920.

A Conveyancer's Diary.

The Liability of Executors for Default of an Agent.

AN interesting case on the liability of executors for the default of a solicitor and the effect of s. 23 of the T.A., 1925, is *Re Vickery, Vickery* v. *Stephens* [1930] W.N. 35.

The facts, as appears from that report, were that a testatrix by her will appointed the defendant Stephens her sole executor. She die a widow, and her will was proved by the defendant. The testatrix did not dispose of the whole of her estate and the plaintiffs who were her two sons became entitled to the undisposed of residue, which included £214 14s. 5d. in the Post Office Savings Bank, and £62 4s. in War Savings Certificates. The defendant, who is stated to have been "a missionary in the City of London and completely ignorant of business affairs," went to a solicitor, who obtained a grant of probate to him and also obtained from one of the plaintiffs the title deeds of a house, which was part of the estate, the certificates for some War Stock and the War Savings Certificates held by the testatrix, and her Post Office Savings Bank book and certain policies. About three months later one of the plaintiffs informed the defendant that the solicitor had been suspended for six months by the Statutory Committee of the Law Society. That was the first intimation that the defendant had that the solicitor was not altogether a satisfactory person to employ as a solicitor. A week later the defendant began to press the solicitor to complete the administration of the estate and ten days later he wrote to one of the plaintiffs that his doctor had ordered him rest and he was going abroad and that he had written to the solicitor saying that he had authorised that plaintiff to act in his stead. The plaintiff in question ascertained that a warrant for £62 4s. had been issued in respect of the War Savings Certificates in favour of the solicitor's firm under a written authority of the defendant. The report does not say so, but it would appear that the solicitor also had authority to receive the money in the Post Office Savings Bank. The plaintiff wrote to the defendant objecting but not suggesting that the matter should be taken out of the solicitor's hands, or that any immediate steps should be taken. A month later he urged the defendant to change his solicitor, but the defendant did not do so as he was being told by the solicitor that there would be a settlement in a very few days and two months after that the solicitor promised an immediate cheque in settlement. The cheque was not forthcoming, and ultimately a writ was issued, but the solicitor avoided service and absconded and the sums of £214 14s. 5d. and £62 4s. were wholly lost.

The plaintiffs claimed a declaration that the defendant was guilty of a breach of trust in permitting those sums to be received and retained by the solicitor and payment thereof.

Maugham, J., held that the defendant was not liable.

The defendant appears to have relied firstly upon s. 23 (1) of the T.A., 1925, which reads—

> "Trustees or personal representatives may, instead of acting personally, employ and pay an agent whether a solicitor, banker, stockbroker or other person to transact any business or do any act required to be transacted or done in the execution of the trust, or the administration of the testator's or intestate's estate, including the receipt and payment of money, and shall be entitled to be allowed and paid all charges and expenses so incurred and shall not be responsible for the default of any such agent if employed in good faith."

This sub-section certainly made a much needed alteration of the law in favour of trustees and executors. In commenting upon it the learned judge said: "It is hardly too much to say that the sub-section revolutionises the position of a trustee or executor so far as regards the employment of agents. He is no longer required to do any actual work himself but may employ a solicitor or other agent to do it, whether there is

any real necessity for the employment or not. No doubt he should use his discretion in selecting an agent and should employ him only to do acts within the scope of the usual business of the agent, but a question then arises whether even in those respects he is personally liable for a loss due to the employment of the agent, unless he has been guilty of wilful default."

That brings us to the question of "wilful default," but before turning to that it is interesting to note that the learned judge pointed out that the proviso to sub-s. (3) of s. 23 did not apply in the case before him. Sub-section (3) is that which enables a trustee to permit a solicitor to have the custody of and receive money payable under a deed, having a receipt in the body or endorsed, and a banker or solicitor to receive policy moneys. The proviso is to the effect that a trustee is not to be exempt by that sub-section from liability "in case he permits any such money . . . to remain in the hands or under the control of the banker or solicitor for a period longer than is reasonably necessary to enable the banker or solicitor, as the case may be, to pay or transfer the same to the trustee." The somewhat curious result is that there is a special provision with regard to allowing money received in the manner mentioned in sub-s. (3), to remain in the hands of a banker or solicitor but none with regard to permitting money paid to agents in other circumstances under the power conferred by sub-s. (1), although no doubt it might amount to "wilful default" to do so. I confess that I should have thought that it was something like "wilful default" for the executor in *Re Vickery*, to leave money in the hands of the solicitor for two months after the solicitor had promised a settlement within a few days, but the learned judge evidently did not think so. The whole circumstances must, of course, be considered in each case.

The other line of defence in *Re Vickery* was based upon s. 30 (1) of the T.A., which in effect provides that a trustee shall not be liable for any loss "unless the same happens through his own wilful default."

The meaning of the expression "wilful default," has of course, been much discussed. Perhaps no entirely satisfactory definition is possible. In *Re City Equitable Fire Insurance Co. Ltd.* [1925] 1 Ch. 407, which was a case regarding the liability of officers of a limited company not of trustees, it was laid down that "An Act or an omission to do an act, is wilful where the person who acts or omits to act knows what he is doing and intends to do what he is doing, but if that act or omission amounts to a breach of that person's duty and therefore to negligence he is not guilty of wilful neglect or default, unless he knows that he is committing, and intends to commit, a breach of his duty, or is recklessly careless in the sense of not caring whether his act or omission is or is not a breach of his duty."

In the case of trustees, however, there must be this qualification, as pointed out by Warrington, L.J., namely, that there are certain definite rules as to what a trustee may or may not do, and that a trustee in general is not excused in relation to a loss occasioned by a breach of trust merely because he honestly believed that he was justified in doing the act in question.

Notwithstanding that qualification, Maugham, J., came to the conclusion in *Re Vickery* that if an executor employed a solicitor or other agent to receive money in reliance upon s. 23 (1) of the T.A., he would not be liable for a loss occasioned by the misconduct of the agent unless the loss happened through the wilful default of the executor, using those words as employing either a consciousness of negligence or breach of duty or a recklessness in the performance of his duty.

Mr. Edward H. Lloyd, barrister-at-law, of Parkside, Knightsbridge, S.W., a former leader of the Parliamentary Bar and Recorder of Chester and a member of the recent Royal Commission on Local Government, left estate of the value of £104,665, with net personalty £103,658.

Landlord and Tenant Notebook.

Injury to Reversion.

The landlord, by his grant, parts with the right of exclusive possession and thus with the right to sue for trespass affecting possession only. It does not follow that he loses all right to protect the property demised, and it has long been established that he may proceed against anyone in respect of a "permanent" injury to the reversion. In *Jackson* v. *Pesked* (1813) 1 M. & S. 235, the action, in which relief was claimed in respect of a building which incorporated the plaintiff's wall and from which water dripped on to his land, was dismissed, under the old system of pleading, because the wall was part of property let to a tenant and the declaration did not allege injury of a permanent nature.

The principle is clear, but difficulties sometimes arise with regard to what exactly is meant by "permanent." In a case such as *Cooper* v. *Crabtree* (1882) 20 Ch. D. 589, C.A., in which a landlord complained of trespass by the erection of a hoarding on what he alleged was his land, and of nuisance from the creaking of the poles, no such question could arise: it was obvious that what the plaintiff really aimed at was to acquire a right to light, which the defendant was entitled to prevent. Jessel, M.R., in dismissing the appeal, called the proceeding a "trumpery action." But in the more instructive case of *Rust* v. *Victoria Graving Dock Co. and London & St. Katherine Dock Co.* (1887) 36 Ch. D. 113, C.A., in which the plaintiff, the owner of a building estate, claimed damages for flooding, the Court of Appeal reviewed at length the principles governing both nature and extent of liability. The court below had adopted the report of a referee which divided the damage into four categories. The first was damage to houses in the actual possession of the plaintiff; for this two sums were awarded, the cost of repair and the loss due to the fact that for some time to come the prejudice created by the flooding would mean a reduced rental. The Court of Appeal disallowed the second amount on the ground that the loss was not a natural result of the injury. Then, there were houses erected under the building agreement, of which the builder held long leases; the referee had awarded a sum in respect of depreciation of market value of the reversion, but, it being agreed that the injury could not possibly outlast the leases (which had ninety-six years to run), and was thus not "permanent," the Court of Appeal disallowed this item. The third category consisted of houses in the course of erection, on the security of which the plaintiff had advanced money, as provided for in the agreement. The award gave him, as for depreciation of security, the difference between the value of the completed houses less the expense of repairing the damage done and completing them, and the sum advanced. This was held to be the wrong measure; the cost of completion should not be considered. As regards the fourth case, which was vacant land, the award of an amount representing three months' rent was not disturbed.

The meaning of "permanent" again came under discussion in *Jones* v. *Llanrwst Urban District Council* [1911] 1 Ch. 393, in which the action complained of was the fouling of a natural stream by sewage, and it was held by Parker, J. (p. 404) that injury was permanent if it would continue indefinitely unless something was done to remove it. A building infringing ancient lights would be, a noisy trade would not be, within the rule. One might say that it has the same meaning as in the expression "permanent official." This case was referred to in *White* v. *London General Omnibus Co.* (1914) 58 Sol. J. 339, in which the landlord plaintiff complained of the erection of a garage and the smells which would proceed from it, and it was held that the nuisance was not permanent.

In *Kirby* v. *Chessum* (1914), 30 T.L.R. 660, C.A., the defendant, while effecting repairs to property adjoining the plaintiff's, underpinned the latter's wall without the consent of the tenant to whom the plaintiff had let, and it was

held that this gave the plaintiff a right of action for trespass. The defendant contended that what he had done had in fact increased the stability of the property; but the Court of Appeal declined to interfere with a verdict in the plaintiff's favour and an award of £20 damages.

Our County Court Letter.

TENANCIES OF SHOOTING RIGHTS.

THE need for precision in regard to the above was shown in *Dicker and others* v. *Poole*, recently heard at Birmingham County Court, in which the claim was for £45 as the rent of certain shooting rights from July, 1930, to March, 1931. The plaintiffs' case was that, in response to an advertisement of the shooting over 431 acres at the Churchmoor Hall Estate, Church Stretton, the defendant interviewed the plaintiffs' father (acting as their agent), who agreed to let the shoot for £45. This was admittedly a mistake, however, as the figure was for game only, and the agent subsequently offered to let for £55, to include game and rabbits. The defendant then agreed to pay £55 for the whole of the shooting rights, provided the shoot was as good as represented, and he sent a cheque for £65, including £20 in respect of another matter. The understanding was that he would pay the balance of £10 to the plaintiffs if the shoot were satisfactory, but their agent returned the remittance in order that separate cheques might be sent. The defendant thereupon intimated, however, that he would not hold the plaintiffs' agent to his original bargain, which was based on a misunderstanding, and he therefore cancelled his acceptance of the shoot. The plaintiffs nevertheless claimed one season's rent, but the defendant's case was that (*a*) owing to the question as to the rabbit shooting, the parties were never *ad idem*, (*b*) a deed is required for a valid grant of shooting rights. His Honour Judge Dyer, K.C., upheld the contentions for the defendant, and judgment was entered accordingly, with costs. It is to be noted that the absence of a deed can be cured by part performance, as in a case noted in a County Court Letter entitled "Verbal Tenancies of Sporting Rights" in our issue of the 1st November, 1930, 74 SOL. J., p. 725.

THE OWNERSHIP OF CHURCH VESTMENTS.

THE above is no longer vested in the churchwardens, as shown by the recent case of *Jeffries and others* v. *Shannon and others*, at Leicester County Court, in which the plaintiffs were the chairman, secretary and treasurer respectively of the Leicester Diocesan Committee of the English Church Union (the second plaintiff being also the vicar of St. Stephen's, Leicester), and the defendants were the vicar, churchwardens and Parochial Church Council of St. Luke's, Leicester. The plaintiffs' case was that the Diocesan Committee had provided £5 in 1918 for white vestments for the vicar of St. Stephen's, the articles to be on loan and to be returned to the donors if no longer used. The vestments had been handed over, however, to the then vicar of St. Luke's, where they had remained during the incumbencies of two predecessors of the first defendant, who claimed the vestments as the property of St. Luke's. While denying the plaintiffs' right to the vestments, in view of conflicting claims thereto, the first defendant had admittedly given up using them, as he did not wish to force them upon his parishioners, to whom they were objectionable. Evidence of identity having been given, His Honour Judge Haydon, K.C., observed that the first defendant had informed the rural dean that he would never use the vestments again, and the only reason for retaining them appeared to be that they might be of use to a curate, if the congregation consented. Judgment was therefore given for the specific return of the vestments, with the following order as to costs; those of the plaintiff to be paid by the defendant council, those of the defendant churchwardens to be paid by the first defendant, as an objection raised on his behalf was the only reason for their joinder, which was unnecessary.

AUCTIONEERS' LIABILITY FOR CONVERSION.

IN *Eva Spur* v. *Keith and Smith; Cottan Spur, third party*, recently heard at Exeter County Court, the claim was for £59 6s. 8d. in respect of certain of the plaintiff's furniture, which the defendants had sold without her instructions. The plaintiff's case was that, in view of the impending removal by a firm of carriers, the defendants were notified (*a*) of the plaintiff's claim to the furniture, and (*b*) that they would be held responsible for any loss occasioned to her by the sale. The latter had realised £136 6s., and the balance due to the plaintiff was £34 6s. 8d., but there was a further £25 claimed in respect of goods removed by the third party after the sale. The defendants' case was that (*a*) the furniture was only sold on the written instructions of the third party, who gave evidence that he was the owner of the furniture, (*b*) the unsold pieces were only worth £9 4s., according to the evidence of another auctioneer. His Honour Judge The Hon. W. B. Lindley held that the unsold goods were worth £20, and judgment was therefore given for £54 6s. 8d. in favour of the plaintiff against the defendants, and in favour of the defendants against the third party. The leading case on this subject is *Consolidated Company* v. *Curtis & Son* [1892] 1 Q.B. 495, in which the plaintiffs had taken a bill of sale on certain furniture. The owner had then instructed the defendants to hold an auction at her house, and they had done so in ignorance of any adverse claim to the furniture. It was nevertheless held by Mr. Justice Collins (as he then was) that the defendants, having transferred the dominion over and property in the goods, were liable to the plaintiffs, and judgment was accordingly given for £29 10s. and costs.

Practice Notes.

MOTORISTS AND STRAYING ANIMALS.

IN *Steer* v. *Britton*, recently heard at Weston-super-Mare County Court, the claim was for £5 7s. as damages for negligence in allowing a horse to stray upon the highway after dark, whereby the plaintiff had been thrown over the handlebars of his motor cycle. The case was distinguishable from the ordinary cases of straying animals (the owners of which are not liable for accidents) as the defendant was alleged to have hobbled the horse near her caravan. The defendant's case was that the horse had been hobbled in a grassy lane some distance away, and that, as someone else must have driven it on to the highway, she was not liable. She admitted, however, that she had already been fined 5s. for allowing the horse to stray on the day in question, and another motor cyclist stated that he had had difficulty in avoiding the horse upon several days, including that upon which the plaintiff was hurt. His Honour Judge Parsons, K.C., gave judgment for the plaintiff for the amount claimed, payable at £1 a month, as the defendant had to take her husband to hospital twice a week, and her earnings as a brush hawker were small. Compare the Practice Notes entitled "Farmers' Liability for Animals on the Highway," in our issue of the 13th December, 1930, 74 SOL. J. 831, and prior references there stated.

LIABILITY FOR COLLISIONS IN DOCK.

IN a recent case of "The Bleasdale," in the Liverpool Court of Passage, the owners of the barge "Champion" claimed damages for negligence in the course of a tow from the Langton into the Alexandra Dock. The tug was carrying out the dock gateman's order, when "The Bleasdale" was seen being pulled into the gateway from the north of the island, whereupon the tug reversed engines and the tow rope of the

"Champion" was slackened, her helm being put hard-a-port. Liability for the subsequent impact was denied by the defendants, whose case was that (1) "The Bleasdale," while lying with her bows lineable with (but just outside) the west wall of the bridgeway, was being held with boathooks by the mate and another hand; (2) they hailed the tug and her tows, as soon as they were sighted, to change the "Champion's" tow rope from her starboard to her port bow; (3) the neglect of this manœuvre caused the collision. Sir W. F. K. Taylor, K.C. (the presiding judge, sitting with a nautical assessor), observed that (1) "The Bleasdale" had no orders to go through the gateway, where she was impeding the passage; (2) there had been no want of a good look-out on board the tug and tows, which (for craft of their size and description) were being properly navigated and manœuvred; (3) they had been correct in following the opening bridge (when ordered) and passing the gateway on their port side; and (4) "The Bleasdale" was solely to blame for coming round the knuckle of the gateway. Judgment was therefore given for the plaintiffs, with costs. Compare (as regards a collision at a harbour entrance) a Practice Note entitled "Point of Impact in Collisions at Sea," in our issue of the 8th November, 1930.

THE SCOPE OF THE BILLS OF SALE ACT, 1882.

THE above subject was recently considered at Nottingham County Court in *In re Coles, The Trustee* v. *Horton Worsted Spinning Co. Ltd.* The debtor, prior to his deed of assignment, had earmarked goods worth £120 for the respondents, but the applicant (as trustee) contended that (1) the charge was unenforceable; (2) the goods were assets for the benefit of creditors; (3) although the debtor's agreement had been verbal, his subsequent correspondence with the respondents constituted a bill of sale, which was invalid through non-registration; (4) there had been no delivery of possession. The respondents contended that (1) there had been symbolic delivery at their first interview with the debtor; (2) the correspondence was merely evidence of an accomplished fact, and was not within the above Act; (3) the trustee was in unlawful possession of their goods. The evidence of the debtor and the respondents' manager was that (*a*) the whole of the debtor's finished stock (apart from what was required to execute orders) had been set aside and marked as the respondents' property; (*b*) they had then authorised the debtor to sell the goods on their behalf and to pay the proceeds into a special bank account. His Honour Judge Hildyard, K.C., observed that the debtor only had one option (as stated in (*b*) *supra*), and there was no bill of sale to register. An order was therefore made for the goods to be handed over to the respondents, who were entitled to costs.

Correspondence.

"Actions Next to be Heard."

Sir,—In the King's Bench Division an action which has appeared in the week's list is, we understand, entitled to retain its position at the end of the term.

In the Chancery Division there is a contrary practice which appears to act very adversely to litigants.

At the end of last term we were concerned in an action in the Chancery Division which for a week was at the top of the "Actions next to be heard," but was never reached. At the commencement of the present term we found that our action had sunk to ninth place.

From this point it again rose rapidly and for the last fortnight it has hovered on the surface as the second of the actions "Next to be heard," being invariably displaced at the last moment by other actions and business. We have also observed that the action immediately preceding ours has twice actually appeared in the day's list, on each occasion being thrown out for an indefinite period by other matters which appear suddenly to have sprung from nowhere.

If the Committee for the revision of the Rules is still sitting, may we suggest that this is a point which may very usefully be considered, as such a practice is obviously very unfair to litigants, counsel and solicitors, who never know where they stand.

Gray's Inn. "SOLICITORS."
30th January.

Ejectment of Unmarried Couple.

Sir,—In regard to the case quoted by "A.F." in the issue of the 10th January, 1931 (75 SOL. J., 28) it is suggested that the facts stated in the Point in Practice came within the saving proviso mentioned by Mr. Justice Bucknill in *Upfill* v. *Wright* [1911] 1 K.B. at p. 513. The last-named decision, therefore, does not conflict with the answer given, expecially as the facts and issues were different in the two cases. In *Upfill* v. *Wright, supra,* the flat was knowingly let for an immoral purpose to the woman, who only had occasional visits from her paramour. The Point in Practice referred to a case where the couple were living together ostensibly as man and wife, and the circumstances of scandal were absent. Although the question was silent on the points, the inference was that (1) the man was the tenant, and (2) the irregularity was only discovered during the tenancy. Even if the landlord might not be able to recover the rent, the tenant is nevertheless entitled to the protection of the Rent Acts, so long as there are no arrears of rent.

10th January. YOUR CONTRIBUTOR.

"Pickpockets."

Sir,—As a subscriber to THE SOLICITORS' JOURNAL for the past forty years, I venture to criticise the quotation at the end of the interesting and amusing article headed "Pickpockets." Your quotation as it stands entirely misses the point of the words as I had them copied out over fifty years ago; they should read:—

"A fellow feeling makes us wondrous kind,
So said the poet,
Methinks he would have changed his mind,
His words at least, if he had chanced to find
A fellow feeling in his coat behind."

HAROLD C. LEWIN.

Cannon Street, E.C.4.
26th January.

"Now this Indenture Witnesseth."

Sir,—In his letter under this heading I notice that Mr. J. P. H. Cookson says "the deed witnesses." Probably ninety-nine persons out of a hundred would say the same. Why therefore use the old-fashioned "th"? No conveyancer uses the word "doth" nowadays.

31st January. MODERN DRAFTSMAN.

Landlord and Tenant Act, 1927. Compensation for Goodwill.

Sir,—A case under the Landlord and Tenant Act, 1927, *Terroni* v. *Morelli,* which came before Judge Kelly in the Bloomsbury County Court last week, illustrates an important new principle in computing the value of commercial goodwill. The plaintiffs who, in the first place, claimed a new lease under the Act, were awarded the sum of £1,393 10s. in respect of the loss of their goodwill. The defendants pleaded that they required the premises for their own occupation, and in consequence of this defence the plaintiffs had to rely upon their alternative right to monetary compensation under s. 5 (2) of the Act.

The plaintiffs had carried on a restaurant business at No. 16, St. James-street, Oxford-street, since 1910, holding a lease for twenty-one years, expiring this year. Their net profits were about £1,300 a year. Some time ago the defendants bought the freehold reversion expectant of the premises, with the object of carrying on business there themselves on the expiration of the plaintiffs' lease.

It was submitted, on behalf of the plaintiffs, that the value of the goodwill attached to the premises was £150 a year, and the referee reported to the court in favour of awarding the tenants the sum of £150 a year multiplied by fourteen years' purchase, but reduced to its present value in accordance with the mathematical tables. Judgment was given for the above-mentioned amount, with costs on the higher scale.

The point of particular interest to solicitors and accountants in this case is the recognition—for, perhaps, the first time in a court of law—of the fact that the value, at any time, of goodwill depends upon the amount of super-profit expected to arise in future years, and that this amount of annual super-profit must be treated as in the nature of a terminating annuity to be reduced to present value by applying a suitable annual rate of interest. The reports do not show what part of the net profit of £1,300 a year represented super-profit—profit over and above ordinary competitive profit—but presumably the super-profit was computed by deducting from the profit of £1,300 suitable amounts for remuneration for the personal services of the owners of the business, for interest at a normal rate on material capital employed, for depreciation of plant, and possibly for admitted increase in the pure rental value of the premises. And it may be assumed that, of that super-profit, £150 a year was regarded as being attached to the premises. The present value of an annuity of £150 a year for fourteen years discounted at 6 per cent. (a low rate of interest) amounts to about £1,393 10s.—the sum awarded.

Abchurch Lane, E.C.4, P. D. LEAKE.
21st January.

Reviews.

The Law Relating to the Reconstruction and Amalgamation of Joint Stock Companies. By P. F. SIMONSON. Fourth Edition. 1931. 21s. London: Effingham Wilson; Sweet & Maxwell Ltd.

A fourth edition of this book now makes its appearance. More care might have been bestowed on the preparation of it; as illustrations of this one need only refer to the comparative table of sections on page xxiv, which contains more than one inaccuracy, and the fact that s. 55 of the Finance Act, 1927, is set out *in extenso*, and referred to in several places in the book, without any mention of s. 31 of the Finance Act, 1928, or s. 41 of the Finance Act, 1930, both of which amend it.

The preface contains some matter which is superfluous; while in a book of this nature the case of *re Star Tea Co.* [1930] W.N. 4 should certainly have been referred to. The chapter dealing with companies subject to the Assurance Companies Act, 1909, contains matter not always accessible in one place, and more than atones for the few slight faults above referred to.

Books Received.

Elements of the Law of Contracts. By A. B. KEITH, D.C.L., D.Litt. Crown 8vo. pp. viii and (with Index) 151. Oxford: At the Clarendon Press. 5s. net.

Ballads for Broadbrows. By A. P. HERBERT. Crown 8vo. pp. 127. London: Ernest Benn, Limited. 6s. net.

Law of Housing. By S. PASCOE HAYWARD, B.A., Barrister-at-Law. Demy 8vo. pp. viii and (with Index) 464. London: The Estates Gazette, Limited. 18s. 6d. net.

Law Notes Year Books, 1929–30–31. Demy 8vo. pp. (1) xxxii and 276. (2) xxiv and 200, and (3) xxvii and (with Index) 252. London: The Law Notes' Publishing Offices. 10s. 6d. net.

The Annual County Courts Practice. Edited by His Honour Judge RUEGG, K.C. Fiftieth Edition. 1931. Demy 8vo. pp. cxlvii and (with Index) 2825. London: Sweet and Maxwell, Limited. 40s. net.

Wurtzburg's Law of Building Societies. By G. W. KNOWLES. M.A., Barrister-at-Law. Sixth Edition. 1931. Demy 8vo, pp. xxxv and (with Index) 326. London: Stevens & Sons, Limited. 20s. net.

The Law Relating to the Reconstruction and Amalgamation of Joint Stock Companies. By P. F. SIMONSON, M.A., Barrister-at-Law. Fourth Edition. 1931. Medium 8vo. pp. xxiv and (with Index) 225. London: Effingham. Wilson; Sweet & Maxwell, Limited. 21s. net.

Archbold's Pleading Evidence and Practice in Criminal Cases. By Sir JOHN JERVIS, late Lord Justice of the Court of Common Pleas. With the Statutes, Precedents of Indictments, etc. Twenty-eighth Edition, by ROBERT ERNEST ROSS, Barrister-at-Law, Principal Clerk in the Court of Criminal Appeal, and T. R. F. BUTLER, Barrister-at-Law. pp. cxii and (with Index) 1639. London: Sweet and Maxwell Limited; Stevens & Sons Limited. £2 12s. 6d. net.

Property Tax. By the Editor of "Real Estate." Demy 8vo. pp. ix and (with Index) 44. London: Gee & Co. (Publishers), Ltd. 2s. 6d. net.

Solicitors' Accounts. By LAWRENCE R. DICKSEE, M.Com., F.C.A. Third Edition. Demy 8vo. pp. (with Index) 90. London: Gee & Co. (Publishers), Ltd. 6s. net.

The Death Penalty Enquiry. By E. ROY CALVERT. Crown 8vo. pp. xii and 116. London: Victor Gollancz, Ltd. Paper, 2s. 6d. net. Cloth, 3s. 6d. net.

The Middle Temple's Contribution to the National Life. By Sir LYNDEN L. MACASSEY, K.B.E., K.C., LL.D. Demy 8vo. pp. 122. London: The Solicitors' Law Stationery Society, Ltd., 22, Chancery-lane, W.C.2, and branches. 4s. net.

The Rangoon Criminal Law Journal. Vol. I, No. 1, January, 1931. Vizagapatam: Law Notes Press. 7s. per annum.

The Chicago Bar Association Record. Vol. 14, No. 1, October, November, December, 1930. Chicago: The Chicago Bar Association.

A Digest of Law and Arbitration Cases, 1930. By a Barrister-at-Law. Demy 8vo. pp. (with Index) xlvi and 420. London: The Estates Gazette, Ltd. 15s. net.

Obituary.

MR. J. SLATTER.

Mr. John Slatter, solicitor, of Stratford-upon-Avon, died on Tuesday, the 20th January, at his home at Salford Priors, at the age of seventy-six. Mr. Slatter, who was admitted in 1875, was senior partner in the firm of Messrs. Slatter, Son and Slatter, and was also for many years a director of the late Stratford-on-Avon Corn Exchange Company.

MR. R. BENSON.

Mr. Reginald Benson, B.A., solicitor, of Sheffield, died recently upon returning home from business at the age of eighty. He was admitted in 1875, and at the final examination was a prizeman and gold medallist. During recent years he specialised largely in company, mining, and gas law, and was solicitor to the Sheffield Gas Company. He was elected vice-president of the Sheffield and District Law Society in 1900, and president in 1905.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Possession on Expiration of Lease.

Q. 2127. A client A demised a freehold dwelling-house, shop and premises in a provincial town to B for a term of fourteen years, which expires at Midsummer next, at the yearly rent of £65. The original lessee died a year or two ago. Since his death the rent has been paid by "the executors of B, deceased." When the lease expires, at Midsummer next, will the premises be subject to the Rent Restrictions Acts, or can A obtain possession of the property with a view to a sale? By s. 12 (i) (*g*) of the Act of 1920, the expression "tenant" is to include the widow of a tenant dying intestate, but no similar provision appears to be made where the deceased tenant has made a will. A has no information as to whether the late tenant made a will, but as the rent has been paid by the "executors" presumably he did so. It is presumed that as the lease expires by effluxion of time, at Midsummer next, no notice to quit is necessary.

A. The Rent Restrictions Acts apply to houses let on lease as well as to those let on recurring tenancies, so that the premises will be subject to the Acts at Midsummer, 1931. See *Cruise* v. *Terrell* [1922] 1 K.B. 664. A cannot obtain possession with a view to a sale, as it was held in *Collis* v. *Flower* [1921] 1 K.B. 409, that an executor is entitled to the protection of the Acts. No notice to quit will be necessary, and the acceptance of rent after Midsummer (if the tenants hold over) will not create a fresh yearly tenancy. See *Felce* v. *Hill* [1923] W.N. 235.

Married Woman—Reversionary Personal Estate Devolution on Death Intestate.

Q. 2128. By a marriage settlement, dated 1872, and made between A (father) of the first part, B (intended husband) of the second part, C (intended wife—daughter of A) of the third part, two trustees of the fourth part, a sum of £2,000 was brought into the settlement by A and B in equal shares Upon trust after solemnization of the said intended marriage to pay the income to B for life, and after his death, to C for life, and after the death of the survivor of them (*inter alia*), if there should be no children of the said intended marriage Upon trust as to one moiety thereof for the next-of-kin of B. The said intended marriage was afterwards duly solemnized and B died in 1876 without leaving issue surviving, but C did not die until this year. The next-of-kin are four in number. In 1877, 1886 and 1889 three of the next-of-kin assigned their interest to Y. The one-quarter share was at the death of C vested in X. It is this share that we are concerned about. X, we believe, predeceased her husband and died intestate in 1883. Her husband survived her until 1910, leaving children of the marriage. In view of the Married Women's Property Acts we should like to know who are the persons entitled to this share:

(*a*) The children of the marriage as next-of-kin; or

(*b*) The personal representatives of the deceased husband? Whichever are entitled, are we safe in handing over the cash, now amounting to about £40, upon a discharge being given by either (*a*) or (*b*), or, in case (*a*), without first obtaining a grant of letters of administration?

A. The personal representatives are in our opinion entitled (Statute of Frauds (29 Car. 2 c. 3) s. 25). The Married Women's Property Acts are not in point, for the section of the Act applies both to property settled to separate use and to statutory separate estate of which a married woman dies intestate. See hereon White and Tudor's Leading Cases in Equity, Vol. I, p. 745, of 8th Ed., and the Cases *Re Lambert*, 39 C.D. 626 and *Surman* v. *Wharton* (1891), 1 Q.B. 491, there cited. Administration in the wife's estate is necessary (Snell's Equity, 15th Ed., p. 358, citing *Fleet* v. *Perrins*, L. R. 3 Q.B.D. 537 and *re Wensley*, 7 Prob. Div. 13).

Leaseholds—Pre-1926 Mortgage by Demise—Nominal Reversion.

Q. 2129. A is the leaseholder of a certain property for the term of ninety-nine years (less the last two days thereof), such outstanding days having been created by a mortgage in 1896 which contained a declaration of trust in regard to the nominal reversion. A's predecessor in title, B, was the leaseholder of the property on the 1st of January, 1926, and, therefore, it is assumed that the nominal reversion then vested in him by virtue of the Law of Property Act, 1925. When B sold the property to A in 1928 he assigned the property to A for the residue of the term of ninety-nine years less the last two days as had been done in assignments prior to 1926. A is now acquiring the freehold interest, and the freeholder's solicitors have raised the point with regard to the outstanding two days. They maintain that B should execute an assignment to A of the outstanding two days, as they say the nominal reversion is still vested in B. A's solicitors maintain that the two days automatically vest in A, even though B did not assign them to A by the assignment in 1928, and that a further assignment of the outstanding two days is not necessary. Which of the views is correct?

Q. On the assumption that the declaration of trust followed the usual form, so as to enure for the benefit of the owner for the time being of the sub-term, on the 1st January, 1926, A's predecessor in title, B, acquired the nominal reversion, and had the full term and this was so whether the benefit of the trust was expressly assigned to him or not (L.P.A., 1925, Sched. I, Pt. II, para. 3). When B assigned to A, he therefore, in our opinion, created a new sub-term and still holds the nominal reversion on that new sub-term. To put matters right it is therefore necessary for B to concur in the conveyance to the purchaser so as to get in the outstanding two days, or alternatively, prior to the conveyance, to assign the nominal reversion to A. It will be observed that we are in agreement with the freeholder's solicitors, except that in our opinion it is not the original nominal reversion which is outstanding, but the new reversion (of the same length).

Registered Land—Transfer or Assent to Two as Joint Tenants.

Q. 2130. A died in October, 1930, intestate, the estate owner in fee simple of a freehold house. A left three daughters (one married and two unmarried) and two sons, and one of the sons has taken out administration to his estate. The house is held under a registered title under the Land Registration Act, 1925. The family, knowing that such was the wish of the testator, desire to vest the house in the two unmarried daughters as joint tenants. What is the best mode of carrying out this arrangement?

A. We are not told whether A had property real or personal other than the house. If he had such other property, and the interests of the two daughters together exceeded the

value of the house, the transaction might conveniently be carried out by way of an appropriation under A. of E. Act, 1925, s. 41, followed by an assent in the appropriate form. If, owing to the circumstances, this suggestion cannot be given effect to, a deed of family arrangement followed by a transfer will be necessary. Whichever method is adopted it will not be possible to show on the face of the register that the two daughters hold upon trust for sale and are their own beneficiaries (Land Registration Act, 1925, s. 74). The Registrar will not make any enquiry into the propriety of the suggested assent or transfer (Land Registration Rules, 1925, r. 170 (5)).

Building Society—Joint Share Account and Joint Deposit Account Contrasted.

Q. 2131. By s. 39 of the Building Society's Act, 1874, "Two or more persons may jointly hold a share or shares in any Society under this Act." There is no mention in the Society's rules of joint holdings, and, therefore, the section in question will govern. The Society has been asked to accept a sum from three depositors in their joint names, with power to either to receive the interest and for either to withdraw the capital, so that on the death of any one or two of them it would not be necessary to prove their deaths before the other or others could give a receipt for the whole deposit. We have advised that, in our opinion, this is not possible, as the Society derives its power to issue joint shares from the Act, and such investment must be governed by the ordinary rules of joint tenancy, namely, that all must sign the interest warrant unless they give an authority at the time of investment to pay to one of their number only, but that all, if living, must sign for withdrawal of the capital, and cannot give an authority to one only regarding the capital. Also that on the death of one or more a certificate would have to be produced before payment could be made to the other or others. We believe that it is otherwise in the case with banks, but, of course, they are not governed by the Building Society Acts and can make their own arrangements as to withdrawal when receiving the deposit, and, we believe, usually have the "either to sign" authority executed. We should be glad if you will give us your opinion on the matter, namely, whether an account can be opened by an incorporated building society in the names of two or more persons with authority for any or either of them to withdraw the capital, and meantime, in like manner, to receive interest, and so that on the death of any one or more it would not be necessary to produce a certificate of death for withdrawal by the other or others of them?

A. We agree with the advice given, provided this advice is clearly understood to be confined to a joint *share* account as distinct from any joint *deposit* accounts being deposits or loans received at interest from members or other persons or bodies corporate under s. 15 of the Act of 1874. In this latter case we do not think there is any reason why a deposit on the peculiar conditions suggested should not be made and accepted.

Executors—Appropriation of Part of Assets to Themselves.

Q. 2132. A testatrix, who has recently died, has appointed a son and a daughter to be her executors, and has bequeathed one-third part of her residuary estate to each of them absolutely, one-sixth part to another son, and the remaining one-sixth part to the children (one of whom is a minor) of a deceased son. The greater portion of the residuary estate consists of twelve leasehold cottages, worth about £90 each. The son and daughter who are executors would like to keep the cottages for themselves, but the other beneficiaries prefer to have their shares in cash. It is assumed that it would be in order for the executors to assent to four of the cottages vesting in each of themselves beneficially, in satisfaction, *pro tanto* of his or her one-third share of the residuary estate; but how can two of the remaining four cottages be vested in each of them beneficially in a proper manner and without being open to the objection that they have purchased from themselves?

A. Executors have power to appropriate assets to themselves independently of s. 41 of A. of E.A., 1925 (*Re Richardson* [1896] 1 Ch. 512), but in such cases (if not in all) it is considered essential that a valuation should be made (see sub-s. (3)). It would be best to sell the houses that are to be sold and then to get the auctioneers to certify, if such is the fact, that the houses to be appropriated are similar and of similar value, or otherwise to fix the values having regard to the prices realised of those sold. The executors should execute two deeds by which, after recital of the facts, the executors (1) appropriate four houses to the son (or daughter) and (2) assent to the vesting of the houses in such son (or daughter). It would be well, though not essential, to get all the other beneficiaries who are of age to join in the deeds to express their consent.

Partnership Property—Pre-1926 Conveyance to Two Partners as Tenants in Common—Post-1925 Death of a Partner—Sale.

Q. 2133. A.B. and C.D. are partners who purchased freehold property in 1923 as tenants in common in equal shares. A.B. dies 1st January, 1926, intestate, and administration is granted to C.D., his brother. C.D. makes his will and appoints trustees and dies in 1927. Probate of his will is granted to them and they now desire to sell. Should the sale be by the personal representatives of C.D. in respect of the whole of the property, or should they sell as personal representatives of the half belonging to C.D. and appoint themselves trustees as personal representatives of the surviving trustee of the statutory trusts created on the 1st January, 1926, and sell the interest formerly vested in A.B. as such trustees?

A. As A.B. was alive during some part of 1st January, 1926, the legal estate in the entirety became vested in A.B. and C.D. as joint tenants upon the statutory trusts (L.P.A., 1925, Sched. I, Pt. IV, para. 1 (2)). On the death of A.B., C.D. became the surviving statutory trustee. The personal representatives of C.D. (we take it there are more than one) can exercise this trust and should therefore sell (T.A., 1925, s. 18 (2)). We do not quite understand what is meant by one party selling one-half and another the other. Since 1925 undivided shares in real estate have ceased to exist at law, though still existing in equity, behind the trust for sale.

Equitable Mortgage—L.P.A., 1925, s. 110.

Q. 2134. A signed the usual memorandum of deposit of deeds, dated 1928, charging certain real estate to the bank to secure his overdraft which contained an agreement to execute a legal mortgage when called upon. A subsequently became bankrupt, and I shall be glad to know if you consider s. 110 of the L.P.A., 1925, applies. No legal mortgage was executed. Can the bank appoint a receiver or sell the property without leave of the court?

A. For the purposes of this reply we assume that the memorandum of deposit was under hand only. If that was so there is of course no statutory power of sale or of appointing a receiver, the proper remedy being foreclosure and no question of the applicability of L.P.A., 1925, s. 110, would arise. If, however, the memorandum was under seal there would be the statutory power of sale and to appoint a receiver, but (if there was no power of attorney or declaration of trust) the bank, on a sale, could only transfer its equitable interest. We express the opinion that if the memorandum was under seal, s. 110 of L.P.A., 1925, would apply. It should be noted, however, that the leave of the court is only necessary where the ground for the sale or appointment is the bankruptcy and that no leave would be required if and when the statutory powers had become available on other grounds. This reply is confined to statutory powers and does not touch any express powers.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 7th February, 1478, Sir Thomas More was born in Milk-street, off Cheapside, almost in the shadow of St. Mary-le-Bow. Throughout his life he was true to his native London. His earliest education was received at St. Anthony's, Threadneedle-street; he lived for many years at Crosby Hall, in Bishopsgate, and when death came he met it with a jest on Tower Hill.

Nor has London forgotten him. In St. Lawrence Jewry is a window to his memory. In Carey-street, by Lincoln's Inn, of which he was a member, is a statue. In St. Mary Moorfields, is a portrait. His resistance, as Speaker of the Parliament of 1523, to Wolsey's extravagant demands is commemorated in a painting in the Palace of Westminster.

His appointment broke the tradition of ecclesiastical Chancellors, and for this alone he would be notable to lawyers, but his fame rests on a broader basis. The versatility, the wit, the gentleness, the profound learning in the law and beyond it, the simple piety, the unflinching courage, and the unwavering honesty, the qualities of statesman, orator and friend—all that earned him a European reputation three centuries ago—still compel the admiration and affection of all Englishmen.

BLINDNESS AT LAW.

The call to the Bar of Captain Ian Fraser, the blind Chairman of St. Dunstan's, recalls the fact that even eye-sight is not essential to a legal practitioner.

The solicitors' branch of the profession can boast of Captain Angus Buchanan, V.C., M.A., of Coleford, who is incidentally the only V.C. blinded in the Great War. Gray's Inn can add yet another war sufferer to the list. Sightlessness has not prevented Mr. Bowen from building up a very flourishing practice at the South African Bar. He was present at the last Grand Night at his Inn of Court.

To go back a few years, all but the very youngest lawyers well remember the extraordinary efficiency of Sir Henry Theobald, K.C., a Master in Lunacy, who triumphed over the same disability.

Looking back a century, we find Serjeant Onslow, well known as "the poor old blind Serjeant," or earlier still, Sir John Fielding, a magistrate who knew some thousands of thieves by voice alone.

In the last generation a member of the Bar named Griffiths carried on a very satisfactory practice long after he lost his sight. A good story of one of his rare mistakes is worth repeating. While waiting for a case to come on he asked a man near him to read over his brief to him. The stranger consented, and at one part paused to remark on a tricky point of law, whereupon Griffiths, who was rather impatient, intimated that he didn't need to learn his law from any damned junior." The stranger went on reading. It was Sir Charles Russell, afterwards Lord Russell of Killowen, C.J.

GUILTY OF THE FOOTPRINTS.

It was a Norfolk prisoner; and a Norfolk jury. The accused stood indicted for stealing "1 sack of wheat flour." The prosecution duly proved successive links in the chain of evidence, not least being that certain footprints, alleged to correspond with those of the prisoner, were clearly traceable in the spilled flour trodden into the ground. His lordship summed up as impartially as was possible, and the jury retired. They were out a long time, after the fashion of rural juries in East Anglia. Then they returned to court. "How say you," spoke the clerk; "Do you find the prisoner Guilty or Not Guilty?" The bucolic foreman took a deep breath and made answer

"We finds him Guilty of the footprints, your Lordship, but Not Guilty of stalin' th' flour."

Accused discharged!

Notes of Cases.

Court of Appeal.

In re Carroll.

Scrutton, Greer and Slesser, L.JJ. 2nd December, 1930.

Habeas Corpus—MOTHER OF ILLEGITIMATE CHILD—EFFECT OF SIGNING MOTHER'S GUARDIANSHIP AGREEMENT AND CONSENT TO ADOPTION ORDER—ADOPTION ACT, 1926—CHILD'S WELFARE—HOME TRAINING AND INSTITUTIONAL TRAINING COMPARED—PARENT'S RIGHT TO DECIDE CHILD'S RELIGION.

Appeal from the Divisional Court.

Application by Ellen Carroll for a writ of *habeas corpus* to bring up the body of Joan Margaret Carroll, her illegitimate daughter, an infant born on the 14th April, 1929. The respondents were the Homeless Children's Aid and Adoption Society and the F. B. Meyer Children's Home (Inc.). The applicant was a Roman Catholic and the child was baptised according to the rites of her church; the respondent societies were Protestant Evangelicals. At the time of the child's birth, the applicant was in a workhouse infirmary with her illegitimate son Patrick. In October, 1929, the mother, being anxious to be free to obtain employment as a domestic servant, approached the respondent society in order to obtain through them the adoption of the child. Subsequently she filled in one of their forms. This form asked whether the child had been baptised, but made no distinction between the Catholic and Protestant rites. On the 3rd December, 1929, the child was delivered to a married couple who proposed to adopt it, but whom the applicant did not see. The applicant signed a mother's guardianship agreement and a consent to adoption order. Thereafter divers negotiations were initiated between the applicant and a Catholic society who were willing to take charge of the child on the one side and the respondents on the other, in which the respondents were required to deliver up the child, the mother now wishing it to be brought up in her own faith. The respondents refusing, the present proceedings were initiated and on the 7th May Hawke, J., granted a rule *nisi*. Charles, J., in chambers refused to make the rule absolute and, on appeal, the Divisional Court upheld his decision.

SCRUTTON, L.J., was of opinion that no guardianship agreement or adoption consent could extinguish maternal rights; only an adoption sanctioned by the court under the Adoption Act, 1926, could do this. As he understood the facts of the case, the applicant, when left to herself and faced with her inability to obtain employment, was ready to hand over the custody of her children to anyone who would take them, without regard to the question of religion; but that when her religious advisers pointed out to her that her duty was to bring up her children in the religion she professed, she recognised that duty. Great stress had been laid on the superior advantages which the child would enjoy if brought up in the private family where it now was, rather than in the institution to which the applicant proposed to transfer it. The Court of Appeal must approach the matter independently and must not regard it as having been determined as a matter of discretion by the court below. Even if it had been otherwise, the Court of Appeal could always interfere if the court below had not attached sufficient weight to a point of law. He was of opinion that the court below had not paid sufficient attention to a parent's right to control the religion of a very young child. In this case it was not contended that the mother's character was such that she had forfeited her right to have her wishes followed in this matter. He also considered that the difference between home training and training in a respectable institution was not so great as to entitle the court to disregard the parent's wishes. The responsibility for a child's religion belonged to its parent and not to the court.

its parent's views were none the worse because they followed the teaching of a religious adviser. According to the whole tenor of the authorities, the court should give effect to the wishes of this mother as to the religious education of her child. The essential law remains the same as that laid down in *Barnardo* v. *McHugh* [1891] A.C. 388. The appeal must therefore be allowed and the rule *nisi* made absolute.

SLESSER, L.J., concurred, and GREER, L.J., dissented.

COUNSEL: *Serjeant Sullivan*, K.C., and *S. Seuffert* for the appellant; *Sir Thomas Inskip*, K.C., and *E. G. Palmer* for the respondents.

SOLICITORS: *Ellis & Willes and Ingpen & Armitage; Carter & Bell.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

R. v. Stedeford (Inspector of Taxes) *v.* Rev. R. D. Beloe.

Rowlatt, J. 15th December, 1930.

REVENUE — INCOME TAX — VOLUNTARY PENSION — NOT ASSESSABLE.

At a meeting of the Commissioners for the Special Purposes of the Income Tax Acts, held on the 18th March, 1930, The Rev. Beloe appealed against an assessment to income tax in the sum of £500 for the year ending the 5th April, 1929, made on him under the provisions of Sched. E of the Income Tax Acts. He was appointed headmaster of Bradfield College in December, 1914. In February, 1928, he tendered his resignation, and the warden and council of the college made the following minute at a meeting on 8th February, 1928: "It was decided, particularly in view of the headmaster's ill-health, that the resignation must be accepted, but with sincere regret." At a meeting of the warden and council on the 21st March, 1928, it was unanimously resolved that he should be granted an immediate payment of £1,000, and an annual pension of £500 beginning from the 2nd April, 1928. Before the Commissioners evidence was given that the Charter of the college contained no provision under which, nor did any scheme exist whereby, the respondent could have qualified for a pension. The warden and council had the right at any time to cease payment to the respondent. On behalf of the respondent it was contended that the £500 was a voluntary payment and not subject to income tax. He relied on *Beynon* v. *Thorpe*, 14 Tax Cas. 1. For the Crown it was submitted, *inter alia*, that the pension of £500 was chargeable with income tax, not being in the nature of a personal gift or charitable donation. The Commissioners held, with considerable doubt, that the payment of the £500 was a voluntary payment made on behalf of the warden and council of the college; that as there was no consideration for it, the respondent had no right of action to enforce payment; and that it was not liable to income tax in his hands. They considered that *Beynon* v. *Thorpe*, *supra*, supported that view. The Crown now appealed.

ROWLATT, J., said that he did not think that he could do anything except apply the principle he followed in *Beynon* v. *Thorpe*, *supra*, and that case and the present one could be conveniently reviewed together in the Court of Appeal. The circumstance that the warden and council made an allowance did not give any further right to the person to whom it was made, whether he was the headmaster or a broken-down gardener. The warden and council were in the same position as a private body of persons losing a man who had served them well, and saying: "You can rely on this; we will pay you £500 a year for your life." Of course, he knew that they would not go back on it, and all he could do was to be thankful that it came in every year. The appeal would be dismissed, with costs.

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COUNSEL: *The Attorney-General* (Sir William Jowitt, K.C.) and *R. P. Hills*, for the Crown; *Latter*, K.C., and *Cyril King*, for the respondent.

SOLICITORS: *The Solicitor of Inland Revenue; Crossman, Block, Matthews & Crossman.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Harman *v.* Bolt.

Lord Hewart, C.J., Avory and Mackinnon, JJ.

13th January.

COINAGE—ILLEGAL ISSUE—ALLEGED EXTRA-TERRITORIAL ISLAND—JURISDICTION—COINAGE ACT, 1870, 33 Vict., c. 10, s. 5.

Case stated from a decision of the justices for the Bideford Division of Devon.

The appellant, Martin Coles Harman, the owner in fee simple of Lundy Island, was charged on the 15th April, 1930, on an information preferred by the respondent, William Bolt, a police superintendent, that on a date unknown between the 14th November, 1929, and the 5th March, 1930, in the Island of Lundy, he unlawfully issued as a token for money a piece of metal of the value of one halfpenny contrary to s. 5 of the Coinage Act, 1870. The justices convicted and fined the appellant £5 and 15 guineas costs. The following facts, *inter alia*, were proved or admitted. The appellant was the owner in fee simple of Lundy Island, which is situated about 12 miles from the coast of Devon and about 28½ miles from the Welsh coast. No rates, taxes or duties of customs and excise had in fact been levied or collected by the Crown or the Imperial Parliament in the Island of Lundy. Four inhabitants of the island, including the appellant, were on the register of parliamentary electors for the polling district of Instow, Devon. On the 6th June, 1929, the appellant gave an order to the Mint, Birmingham, Limited, for 50,000 bronze tokens about the size of a penny and for a similar quantity about the size of a halfpenny. They were delivered to him, and between the 14th November, 1929, and the 5th March, 1930, he issued them on Lundy Island as tokens for money. They were not so issued by or with the approval of His Majesty's Royal Mint. The appellant contended that Lundy Island was situated outside the territorial waters of the United Kingdom and was not within the body of the County of Devon, but was outside the Realm for all practical purposes, and that he had the right to exercise such rights as he thought fit on the island. He submitted that the justices had no jurisdiction, and that the information was misconceived. The respondent contended that the court had jurisdiction and that the offence had been proved. The justices were of the opinion that they had jurisdiction, and they convicted the appellant.

Lord HEWART, C.J., said that the question was whether there was evidence to entitle the justices to come to the conclusion they did. He thought that there was; in particular there were the four inhabitants on the parliamentary register. The appeal must be dismissed.

AVORY and MACKINNON, JJ., agreed.

COUNSEL: The appellant appeared in person; *The Attorney-General* (Sir William Jowitt, K.C.), and *Wilfrid Lewis*, for the respondent.

SOLICITOR: *The Treasury Solicitor.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Penton *v.* Southern Railway.

Swift and Macnaghten, JJ. 15th January.

CONTRACT—RAILWAY—CHEAP DAY TICKETS—SPECIAL CONDITIONS OF ISSUE—INJURY TO PASSENGER—RAILWAY COMPANY'S EXEMPTION FROM LIABILITY.

Appeal from decision of the Southwark County Court Judge.

The plaintiff in the action, Charles Bailey Penton, bought a return ticket from the defendants, the Southern Railway, from Earlsfield to Waterloo Station. He was given, as was the defendants' practice between certain hours unless otherwise requested, a cheap day return ticket, which had printed on the face of it in large letters: "For Conditions, see back," and on the back was a notice exempting the railway company from liability for personal injuries due to the negligence of the servants of the company. On arrival at Waterloo Station the plaintiff said that he was thrown down in the compartment by a jerk of the train which he alleged was due to the negligence of the railway company's servants. The company denied negligence, and relied on the conditions on the ticket which the plaintiff admitted in evidence that he had not read. The jury in the county court disagreed and were discharged. The county court Judge, after hearing the railway company's submissions, refused to enter judgment for them. The company now appealed.

SWIFT, J., said that the court had to determine whether the jury could properly have come to a conclusion in the plaintiff's favour, or whether judgment should have been entered for the railway company. He (his lordship) was prepared to assume that the plaintiff was not aware of the conditions on the back of the ticket. But what more could the company do to bring the conditions to the notice of the holder of the ticket? The company had done everything which was reasonably necessary, and the county court Judge was wrong in refusing to enter judgment for the railway company.

MACNAGHTEN, J., concurred. Appeal allowed, with costs.

COUNSEL: *S. O. Henn Collins*, for the railway company; *F. G. Paterson*, for the respondent.

SOLICITORS: *W. Bishop; R. Compton Bishop.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Alice in Police Court Land.

Being a jumble of things that have happened, a little exaggerated in the telling.

XI.

Epilogue to the Gentle Reader.

None has found a better mode of address than Scott, and having without shame annexed Alice from Lewis Carroll, I feel none in poaching on the preserves of the Great Wizard.

Hundreds of years ago, a great king, a lion of England, invented the justice of the peace; or, more likely, one of his Secretary Birds was the inventor, and the king, being a highly practical monarch, adopted the idea and took the credit.

The institution flourished, and for centuries its history is largely the history of England. Because I have poked fun at the comicalities of some justices, I should not like to be taken as belittling the greatness of the work done by the whole body of justices. There is, however, very little in Alice's experiences which is not an actual happening; what did not happen (to the professor who forgot, for instance) ought certainly to have done so. Of course, I have had to give the concentrated essence, and not the whole ox.

Lord Lyons do exist. They are not such bad old fellows after all, though apt to be the despair of the Secretary Birds who sit with them. Mr. Madden may have been a little queer, but he had, like many half-mad people, noble impulses. I confess to a great liking for him, both in and out of his lucid intervals. The White Knight was always easily the most lovable of Carroll's whimsical creatures. There are gentle souls like him, who do credit to the bench on which they serve, though neither their law nor their wisdom be profound.

Miss Dormeuse, I am afraid, makes but a brief entrance and exit, but I found I could not do much with a lady whose progenitor was dipped head first into a teapot (Mr. Madden was not without blame in that matter). For the information of those who like to know, I may add that she is a second cousin of Mr. A. A. Milne's dormouse who had no use for chrysanthemums or spinal massage. She considers a taste for red and blue flowers vulgar, and regards the doctor's diagnosis and treatment as masterly. She is getting very friendly with Alice. "We women must hold together," she says.

I fear I dropped Sir Hugh a little hastily, too, but a unicorn was always a kittle beast to drive.

Those who wish to gaze upon Lord Lyon and Sir Hugh Niccorn presented to the life, should visit Falmouth and see the royal coat of arms on the custom house there. The lion is a broad-faced beast with prominent eyes and an uncheerful grin. The unicorn, while not showing quite such well-marked characteristics, is still a most satisfying person. The two together are sufficient to constitute a court of summary jurisdiction, and if not actually engaged in trying delinquents, they are certainly nobly upholding the dignity of their order.

They are the oddest heraldic pair I have ever seen, and I fancy that had C.2 All worn the fifteen balls of Cornwall on his badge, I should have stood in some danger of being charged with obstructing the narrow street upon which they look out, so long and pleasantly did I linger after I came upon two of my favourite characters thus portrayed in high relief.

I am sorry that I had to turn dear little Alice, Carroll's and Tenniel's Alice, into a flapper with a vanity bag and a powdered nose, but I feel that a little of her fragrant Victorian charm still clings about her, in spite of my Philistinism. It is not out of accord with the strange adventures she met in her original environment that she should still be young, for Alice represents unspoiled youth of all periods, and she will never be much more than twenty-one.

Perhaps her being put into the Commission of the Peace may be regarded as her strangest adventure of all. But if a great political party could give her the vote—any other party would probably have done the same if it had had the chance—her presence on the bench should cause no surprise. She will probably do the work as well as most of her elders. Personally, I have a touching faith in Alice and her fellows.

And now, with three solemn winks at Gentle Reader, the ancient Secretary Bird who is the author of these flippant chapters makes his bow.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

As these Bills have now been referred to a Select Committee, we think it may be of interest to our readers to print them in full.

Solicitors Bill.

1. *Provisions as to membership of the Society.*]—(1) Every person whose name is for the time being on the Roll of Solicitors shall by virtue thereof become a member of the Society.

(2) The following section shall be substituted for section eleven of the Solicitors Act, 1888:

"On production of the admission signed by the Master of the Rolls and on payment to the Society of a fee not exceeding five pounds and also of such annual subscription or proportion thereof as may from time to time be fixed by the Council in accordance with the byelaws of the Society, it shall be the duty of the Society, as registrar, to cause the name of the person admitted to be entered on the Roll of Solicitors."

(3) Section sixteen of the Solicitors Act, 1888 (which authorises the registrar of solicitors to refuse to issue certificates in certain cases), shall apply to every solicitor who applies for a certificate to practise without having paid the annual subscription for the current year or any fine which shall have been imposed upon him by the committee hereinafter mentioned.

(4) A solicitor whose name is, whether at his own request or otherwise, struck off the Roll of Solicitors shall thereby cease to be a member of the Society.

(5) A solicitor whilst suspended from practice shall not be entitled to exercise any privileges attaching to membership of the Society.

(6) The Society shall before the first day of November nineteen hundred and thirty-one make such amendments in the byelaws and regulations of the Society as may be necessary in order to bring the same into conformity with the provisions of this Act.

(7) Sub-sections (1) to (5) inclusive of this section shall come into force on the first day of November nineteen hundred and thirty-one.

2. *Provision of relief fund.*]—(1) It shall be lawful for the Society to set apart from its annual income such sum or sums as the Council may from time to time determine for the purpose, at the discretion of the Council, of making such grants as may be deemed necessary or desirable to relieve persons who may suffer hardship as a result of the defaults of any solicitor, and after any such sum shall have been so set aside as aforesaid it shall not be lawful to use the same for any other purpose. Such sum or sums shall be called "the relief fund."

(2) The Council, with the concurrence of the Master of the Rolls, shall make from time to time rules for the administration of the relief fund, including the investment of any amount not immediately required.

3. *Powers as to rules and fines.*]—(1) The Society, with the concurrence of the Master of the Rolls, shall make from time to time rules for the professional conduct and discipline of solicitors.

(2) The rules made under the provisions of this section may provide that any neglect or failure to observe or comply with any particular provision or provisions of any such rules shall be deemed to be professional misconduct.

(3) The committee constituted under section twelve of the Solicitors Act, 1888, and section four of the Solicitors Act, 1919, in addition to or substitution for any other order which they may have authority to make, may impose upon any solicitor guilty of professional misconduct a fine not exceeding one hundred pounds. Any fine so imposed shall be paid to the Society and shall form part of the relief fund.

4. *Citation and construction.*]—(1) This Act may be cited as the Solicitors Act, 1930, and shall be construed as one with the Solicitors Acts, 1839 to 1928 and those Acts and this Act may be cited together as the Solicitors Acts, 1839 to 1930.

Solicitors (Clients' Accounts) Bill.

1. *Payment of moneys into "clients' account" at bank.*]—(1) Where a practising solicitor at the commencement of this Act holds money on account of a client, or thereafter receives money on account of a client (whether from the client or otherwise), such money unless the client otherwise in writing directs shall be paid by such solicitor without delay into an account in the name of such solicitor, to be kept at a bank of good repute engaged in ordinary banking business, which account shall be known as and is in this Act referred to as "a clients' account" of such solicitor.

(2) It shall be the duty of every practising solicitor to notify to the bank, at which he keeps a clients' account, the fact that the said account is a clients' account.

(3) No money shall be paid into a clients' account of a practising solicitor, except—

(*a*) money held by such solicitor at the commencement of this Act on account of a client;

(*b*) money received by such solicitor after the commencement of this Act on account of a (client whether from the client or otherwise);

(*c*) money for replacement of any sum which may improperly or by mistake or accident have been drawn from such clients' account in contravention of the provisions of this Act; and

(*d*) an amount of such solicitors' own money not exceeding the amount of any minimum balance which the bank may require to be kept in such clients' account.

2. *Drawing of moneys from clients' account.*]—(1) No money shall be drawn from a clients' account of a practising solicitor, except—

(*a*) money which is lawfully and properly required for payment to or on account of a client for whom there is money for the time being held in such clients' account, or for or towards payment of a debt due to the solicitor from such client as aforesaid and which does not exceed in amount the total of the money so held for the time being for that client;

(*b*) money for replacement of any sum which may improperly or by mistake or accident have been paid into such clients' account in contravention of the provisions of this Act; and

(*c*) any amount of the solicitor's own money which has been paid into such clients' account by virtue of paragraph (*d*) of subsection (3) of section one of this Act, and is for the time being held in such account.

(2) Every cheque drawn on a clients' account of a practising solicitor shall bear on its face a clear indication that it is drawn on a clients' account.

3. *Clients' accounts to be maintained at least equal to moneys held on account of clients.*]—Every practising solicitor shall at all times maintain his clients' account or accounts so that the balance or the total of the balances, standing at credit thereof, is or are not less than the total of the moneys held by such solicitor for the time being on account of any of his clients.

4. *Practising solicitor to keep proper books of account.*]—Every practising solicitor shall keep such books of account as are necessary and proper for disclosing his business transactions, and ensuring and proving compliance with the provisions of sections one, two and three of this Act.

5. *Bank not to be entitled to exercise right of mortgage, charge, lien, or set-off in respect of clients' account.*]—The bank at which a client's account of a practising solicitor is kept, shall not be entitled in respect of any balance from time to time standing at credit of that account to exercise any right of mortgage, charge, lien, or set-off or other right for the purpose of effecting or securing payment of any overdraft on another account of such solicitor at such bank, or payment of any other debt to or claim of such bank.

6. *Production to Law Society by practising solicitor of certificate from accountant.*]—(1) Every practising solicitor shall within three months after the prescribed annual date in every year, subsequent to the year in which he commenced practice as a practising solicitor, produce to the Law Society a certificate, signed by a qualified accountant, containing the information by this section required for the specified period.

(2) The certificate to be given by such accountant for the purposes of this section shall state—

(*a*) that he has examined the books of account kept by such practising solicitor during the specified period;

(*b*) whether it appears from his examination of such books that during the specified period such solicitor has in any, and if so what, respects failed to comply with the provisions of sections one, two, three and four of this Act; and

(*c*) whether at the end of the specified period the balance or the total of the balances standing at credit of the clients' account or accounts of such practising solicitor was equal to, or whether and by how much it was more or less than the total of the moneys then held by such practising solicitor on account of any of his clients.

7. *Conditions as to issue of annual practising certificate.*]—(1) The annual practising certificate required by law to be obtained by a solicitor in order to entitle him to practise shall

not be issued to any solicitor practising on his own account or in partnership for any period commencing subsequently to the prescribed annual date occurring next after the date when he commenced so to practise, unless and until he shall have either—

(i) produced to the Law Society, a certificate (in this section called "a clear certificate") given by a qualified accountant in accordance with section six of this Act and showing that during the specified period next before the commencement of the period for which such annual practising certificate is to be issued, such solicitor or the firm in which he was a partner (as the case may be) has in all respects complied with the provisions of sections one, two, three and four of this Act; or

(ii) obtained from the Discipline Committee an order dispensing with the necessity for such production of a clear certificate, which order the Discipline Committee are hereby empowered to make if they are satisfied that by reason of special circumstances the said annual practising certificate ought to be issued to such solicitor, notwithstanding that such solicitor has been unable to produce to the Law Society a clear certificate for the said specified period.

(2) An appeal to the High Court against any refusal by the Discipline Committee of an order dispensing with the necessity for production of a clear certificate shall lie at the instance of the solicitor concerned, and every such appeal shall be made within such time and in such form and manner as shall be prescribed by rules in that behalf, which shall be made by the Discipline Committee with the concurrence of the Master of the Rolls. The Court shall have power to direct how and by whom the costs of any such appeal shall be borne.

8. *Saving for banks.*]—The commission by a practising solicitor with respect to a client's account of a breach of the provisions of this Act shall not involve the bank at which such clients' account is kept in any liability for the consequences of such breach which would not have devolved upon such bank if this Act had not been passed unless it is proved that such bank has been party or privy to the commission of such breach.

9. *Interpretation.*]—In this Act, unless the context otherwise requires—

The expression "solicitor" means solicitor of the Supreme Court of Judicature in England;

The expression "practising solicitor" means a solicitor practising on his own account, or a firm of solicitors practising in partnership;

The expression "client" means any person on whose account a practising solicitor holds or receives money in the course of his practice;

The expression "the Discipline Committee" means the committee constituted under section twelve of the Solicitors Act, 1888;

The expression "year" means twelve months ending on December thirty-first;

The expression "the prescribed annual date" means the thirtieth day of June except that in the case of any practising solicitor with respect to whom the Council of the Law Society prescribes a different date, the said expression means the date so prescribed;

The expression "a qualified accountant" means (*a*) a person who is a member of the Institute of Chartered Accountants in England and Wales, the Society of Incorporated Accountants and Auditors or the London Association of Accountants, Limited, or (*b*) a firm in which every partner is such a member, or (*c*) a person or firm approved by the Council of the Law Society as competent to act as a qualified accountant for the purposes of this Act; and

The expression "the specified period" means the period of twelve months ending on the prescribed annual date, except that in any case where a practising solicitor commenced practice as a practising solicitor in the course of such period of twelve months, the said expression means the part of such period of twelve months after he commenced such practice.

10. *Short title, collective title, commencement and extent.*]—(1) This Act may be cited as the Solicitors (Clients' Accounts) Act, 1930.

(2) The Solicitors Acts, 1839 to 1928, and this Act may be cited together as the Solicitors Acts, 1839 to 1930.

(3) This Act shall come into operation on the first day of June, nineteen hundred and thirty-one.

(4) The provisions of this Act shall not extend to Scotland or to Northern Ireland.

Mr. James Geddes, solicitor, of Dumfries, left personal estate valued at £11,728.

Rules and Orders.

CRIMINAL PROCEDURE, ENGLAND.

THE COSTS OF POOR PRISONERS' DEFENCE REGULATIONS, 1930, DATED DECEMBER 18, 1930, MADE BY THE SECRETARY OF STATE IN PURSUANCE OF SECTION 5 OF THE COSTS IN CRIMINAL CASES ACT, 1908 (8 EDW. 7, C. 15).

In pursuance of section 5 of the Costs in Criminal Cases Act, 1908,(*) I hereby make the following Regulations regarding the rates and scales of payment to solicitor and counsel, and the cost of a copy of the depositions, for the defence of a prisoner in respect of whom a certificate has been granted under the Poor Prisoners' Defence Act, 1930,(†) or whose defence has been undertaken by counsel at the request of the presiding Judge under the said Act:—

1.—(1) There shall be allowed to the solicitor assigned under a defence certificate a fee not exceeding £3 3s. 0d.:

Provided that—

(a) The presiding Judge, after the conclusion of the trial, may, if he think fit, certify that the case was one of exceptional length or difficulty, and thereupon the fee may be increased to such sum as he may direct, but not in any case exceeding £6; and

(b) While the Solicitors' Remuneration Act General Order, 1919,(‡) continues in force, these fees may be increased by 33⅓ per centum.

(2) There shall be allowed to the solicitor assigned under a legal aid certificate a fee not exceeding £2 2s. 0d. and a further fee not exceeding £1 1s. 0d. in respect of every day on which an adjourned hearing takes place:

Provided that—

(a) No fee shall be payable in respect of a hearing relating only to an application by either the prosecution or the defence for an adjournment or remand, or as to bail; and

(b) While the Solicitors' Remuneration Act General Order, 1919,(‡) continues in force, these fees may be increased by 33⅓ per centum.

(3) In addition to the foregoing fees, the solicitor may be allowed travelling expenses actually and necessarily incurred by himself and his clerk on the scale applicable to the travelling expenses of ordinary witnesses for a prosecution and also, subject to taxation thereof, any other out of pocket expenses actually and reasonably incurred.

2.—(1) There shall be allowed to counsel assigned under a defence certificate or to counsel who have undertaken a defence at the request of the presiding Judge under section 3 (3) of the Poor Prisoners' Defence Act, 1930, (†) a fee not exceeding £3 5s. 6d., or in the case of two counsel being instructed, to the leading counsel £5 10s. 0d.:

Provided that—

(a) The presiding Judge, after the conclusion of the trial, may, if he think fit and the trial has lasted more than one full day, certify that the case was one of exceptional length or difficulty, and thereupon the fee may be increased to such sum not exceeding £11 0s. 0d. or in the case of the leading counsel £16 5s. 0d. as he may direct; and

(b) The fee allowed by this regulation to the leading counsel shall not be payable unless the certifying authority has certified that in its opinion the interests of justice require that the prisoner shall have the assistance of two counsel.

(2) There shall be allowed to counsel assigned under a legal aid certificate a fee not exceeding £3 5s. 6d. and a further fee not exceeding £2 4s. 6d. in respect of every day on which a hearing takes place and, in addition, if he attends from a distance exceeding twenty miles measured in a straight line a further fee not exceeding £1 1s. 0d. on each occasion of his attendance:

Provided that no fee shall be payable in respect of a hearing relating only to an application by either the prosecution or the defence for an adjournment or remand, or as to bail.

3. There shall be allowed to the clerk to the Justices or other person by whom a copy of the depositions is supplied to the prisoner's solicitor assigned in pursuance of a defence certificate payment for the copy at the rate of three halfpence per folio of 90 words.

4. In these Regulations the term "presiding Judge" includes a Recorder and a Chairman of Quarter Sessions or their deputies.

5.—(1) These Regulations may be cited as the Costs of Poor Prisoners' Defence Regulations, 1930.

(2) These Regulations shall come into operation on the 1st January, 1931.

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*8 Edw. 7, c. 15. † 20 & 21 Geo. 5, c. 32.
‡S.R. & O. 1919 (No. 1878) II, p. 461.

(3) The Costs of Poor Prisoners' Defence Regulations, 1927,(§) are hereby revoked.

Given under my hand at Whitehall this 18th day of December, 1930.

J. R. Clynes,
One of His Majesty's Principal Secretaries of State.

§ S.R. & O. 1927 (No. 538) p. 320.

SUPREME COURT FUNDS PROVISIONAL RULES, 1930.
DATED DECEMBER 17, 1930.

I, John Lord Sankey, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury and in pursuance of the powers contained in section 146 of the Supreme Court of Judicature (Consolidation) Act, 1925, and of every other power enabling me in this behalf, propose to make the following rules :—

1. The following paragraph shall be added to Rule 44 of the Supreme Court Fund Rules, 1927, and shall stand as paragraph (3) of that rule—

" (3) When securities have been lodged under the authority of a Warrant of the Board of Trade in pursuance of the Assurance Companies Act, 1909, or the Road Traffic Act, 1930, payment of interest on such securities shall be made by the Accountant-General to the Company or person in whose name the deposit has been made upon a request in the Form No. 37A."

2. The following Form shall be inserted in the Appendix to the Supreme Court Fund Rules, 1927, after Form No. 37 :—

" Form No. 37A.

Rule 44 (3).

A.

Request for remittance of dividends to a bank in respect of a deposit in Court under the Assurance Companies Act 1909 and /or the Road Traffic Act 1930 and a warrant of the Board of Trade.

IN THE HIGH COURT OF JUSTICE—CHANCERY DIVISION.

To the Accountant-General,
Royal Courts of Justice, W.C.2.

LEDGER CREDIT : (*Precise title of matter in Pay Office books*).

We hereby request you to remit the dividends due and to become due on the fund in Court in the above matter to
(name of bank) bank at
(full address of bank)
by cheque crossed to the account of the said Company [*or as the case may be*] at the said Bank, and the signature of the proper officer thereof shall be your full and sufficient discharge.

Given under seal of the Company affixed hereto in our presence this day of .

Director's signature
(Seal) Director's signature
Secretary's signature

Address of Company.

N.B.—See other side for remittance to the Company.

B.

Request for remittance of dividends to Payee Company in respect of a deposit in Court under the Assurance Companies Act 1909 and /or the Road Traffic Act 1930 and a warrant of the Board of Trade.

IN THE HIGH COURT OF JUSTICE—CHANCERY DIVISION.

To the Accountant-General,
Royal Courts of Justice, W.C.2.

LEDGER CREDIT : (*Precise title of matter in Pay Office books*).

We hereby request you to remit the dividends due and to become due on the fund in Court in the above matter to us by cheque crossed to the account of the Company at
(name of bank)

Given under seal of the Company affixed hereto in our presence this day of .

Director's signature
(Seal) Director's signature
Secretary's signature

Address of Company.

N.B.—See other side for remittance direct to Company's Bank.

3. These Rules may be cited as the Supreme Court Funds Provisional Rules, 1930, and the Supreme Court Funds Rules, 1927, as amended, shall have effect as further amended by these Rules.

And I, the said John Lord Sankey, Lord High Chancellor of Great Britain, with the same concurrence as aforesaid, hereby certify that on account of urgency these Rules should come into operation on the 1st day of January, 1931, and hereby make the said Rules to come into operation on that day as Provisional Rules.

Dated the 17th day of December 1930.

Sankey, C.
J. Allen Parkinson } Lords Commissioners of His
Wilfred Paling } Majesty's Treasury.

American Assets in Deceased Estates

Solicitors, Executors and Trustees may obtain necessary forms and full information regarding requirements on applying to:

Guaranty Executor and Trustee Company Limited

Subsidiary of the Guaranty Trust Company of New York

32 Lombard Street E.C.3

Societies.

Middle Temple.

Friday, 23rd January, being the Grand Day of Hilary Term at Middle Temple, the Master Treasurer (Sir Alfred Tobin) and the Masters of the Bench entertained at dinner the following guests :—

Viscount Ullswater, Lord Daryngton, Lord Luke of Pavenham, Sir John Simon, K.C., M.P. (Treasurer of the Inner Temple), Mr. Justice Langton, Sir Walter Lawrence, Sir Kynaston Studd, Sir William Waterlow, Sir William Llewellyn (President of the Royal Academy), Sir Henry F. Dickens, K.C., Judge Sir William Cann, Mr. W. W. Vaughan (Headmaster of Rugby), Major L. Aubrey Coker, R.A., Canon S. C. Carpenter (Master of the Temple), Professor H. Dean (Master of Trinity Hall, Cambridge), Dr. Cyril Norwood (Headmaster of Harrow), Mr. G. C. Turner (Master of Marlborough College), Mr. A. P. Herbert, and Mr. T. F. Hewlett (Under-Treasurer).

The Benchers present, in addition to the Master Treasurer, were :—

Sir Robert McCall, K.C., Judge Ruegg, K.C., Mr. Justice McCardie, Mr. De Gruyther, K.C., Mr. Mitchell Innes, K.C., Mr. Lowenthal, K.C., Judge Holman Gregory, K.C., Mr. Bond, Sir Lynden L. Macassey, K.C., Mr. Hart, K.C., Lord Salvesen, Mr. Justice Hawke, Sir Henry Cautley, K.C., M.P., Judge Dyer, K.C., Mr. Williamson, Mr. Dumas, Mr. Bevan, K.C., M.P., Judge Sir T. Artemus Jones, K.C., Mr. Craig Henderson, K.C., Mr. Cassels, K.C., Mr. Tindal Atkinson, the American Ambassador, Mr. Ian Macpherson, K.C., M.P., Mr. Bowen Davies, K.C. and Mr. Paterson.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, 27th January, 1931 (Chairman Mr. J. C Christian-Edwards), the subject for debate was : " That this House would welcome the formation of a non-party government." Mr. R. G. Cooke opened in the affirmative. Mr. K. J. C. Nation-Dixon opened in the negative.

The following members also spoke: Messrs. C. C. Ross, N. Mackover, H. J. Baxter, T. M. Jessup, H. F. C. Morgan, L. F. Sturge, R. L. Mitchell, W. M. Pleadwell, I. T. Smith, A. L. Ungoed Thomas, M. Bull, J. T. Molony, W. G. B. Bretherton, V. Foden-Pattinson, and C. Israel. The opener having replied, and the Chairman having summed up, the motion was lost by six votes. There were twenty-three members and eight visitors present.

Legal Notes and News.

Honours and Appointments.

Mr. A. C. SHEPHERD, solicitor, Deputy Town Clerk of Birkenhead, has been appointed Town Clerk of Mansfield.

Mr. A. H. JACKSON, solicitor, of Rotherham, has been appointed Chairman of the Court of Referees for the Mexborough district under the Unemployment Insurance Act.

JUSTICES' TRIBUTE TO SIR ROBERT WALLACE.

At a private meeting of the justices of the County of London, which was held at the Sessions House, Newington, last week, Mr. J. E. Cecil Bigwood, chairman of the Standing Joint Committee, presented Sir Robert Wallace, K.C., with an illuminated album containing the names of the justices who subscribed towards the "Sir Robert Wallace Probation Trust," inaugurated to commemorate the judge's work.

Sir Robert, who is eighty years old, recently retired after acting as chairman of London Quarter Sessions for twenty-four years, during which time he earned the title of "the merciful judge."

The preface stated that the income from the Trust was to be transferred to the London Sessions Probationers' Fund "in the belief that it will materially assist in placing on a sound and permanent financial basis, the system of which you may rightly be regarded as the pioneer."

It was stated that the fund now amounts to £1,168, and that the hon. secretary, Mr. John Dix, Clerk of the Peace, Sessions House, Newington, S.E., would acknowledge any further subscriptions received.

TOWN PLANNING.

In view of the general importance of town planning not only to local authorities and their officials, but also to private interests concerned in the development of land, the part of the Annual Report of the Ministry of Health for 1929–1930, which deals with this subject has, as in former years, been published separately.

A feature of the report likely to prove of interest and usefulness is a statement of the attitude of the Ministry on a number of points of general importance which have arisen in connexion with town planning and with appeals relating to proposed developments. In addition, the report contains a survey of the position of town planning schemes throughout the country and of the progress of regional planning.

Copies of the publication may be purchased price 6d., directly from the Stationery Office, at the following addresses: Adastral House, Kingsway, London, W.C.2; York Street, Manchester; 1 St. Andrews' Crescent, Cardiff; or 120, George Street, Edinburgh; or through any bookseller.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT No. 1.	GROUP I. Mr. JUSTICE EVE. Witness. Part I.	Mr. JUSTICE MAUGHAM. Non-Witness
M'nd'y Feb. 9	Mr. Blaker	Mr. Andrews	Mr. Andrews	Mr. Hicks Beach
Tuesday .. 10	More	Jolly	*More	Andrews
Wednesday 11	Ritchie	Hicks Beach	Hicks Beach	More
Thursday .. 12	Andrews	Blaker	*Andrews	Hicks Beach
Friday 13	Jolly	More	More	Andrews
Saturday 14	Hicks Beach	Ritchie	Hicks Beach	More

	GROUP I. Mr. JUSTICE BENNETT. Witness. Part II.	Mr. JUSTICE CLAUSON. Non-Witness.	GROUP II. Mr. JUSTICE LUXMOORE. Witness. Part II.	Mr. JUSTICE FARWELL. Witness. Part I.
M'nd'y Feb. 9	Mr.*More	Mr. Ritchie	Mr.*Jolly	Mr.*Blaker
Tuesday .. 10	*Hicks Beach	Blaker	*Ritchie	Jolly
Wednesday 11	*Andrews	Jolly	*Blaker	*Ritchie
Thursday . 12	More	Ritchie	Jolly	Blaker
Friday 13	*Hicks Beach	Blaker	Ritchie	*Jolly
Saturday .. 14	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 3rd day of April, 1931, and terminate on Tuesday, the 7th day of April, 1931, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 19th February, 1931.

	Middle Price 4 Feb. 1931.	Flat Interest Yield.	Approximate Yield with redemption
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	91	4 7 11	—
Consols 2½%	57½	4 6 11	—
War Loan 5% 1929-47	103¾	4 16 5	—
War Loan 4½% 1925-45	102	4 8 3	4 6 3
Funding 4% Loan 1960-90	94½	4 4 8	4 5 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96½	4 2 11	4 4 0
Conversion 5% Loan 1944-64	106	4 14 4	4 13 0
Conversion 4½% Loan 1940-44	101¼	4 8 11	4 7 6
Conversion 3½% Loan 1961	81¼	4 6 2	—
Local Loans 3% Stock 1912 or after	67	4 9 7	—
Bank Stock	269½	4 9 1	—
India 4½% 1950-55	83	5 8 5	5 16 0
India 3½%	59	5 18 8	—
India 3%	50	6 0 0	—
Sudan 4½% 1939-73	99	4 10 11	4 11 0
Sudan 4% 1974	91	4 7 11	4 9 4
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	86½	3 9 4	3 18 0
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	85	4 2 4	4 14 6
Ceylon 5% 1960-70	102	4 18 0	4 17 6
*Commonwealth of Australia 5% 1945-75	75	6 13 4	7 4 9
Gold Coast 4½% 1956	98	4 11 10	4 12 6
Jamaica 4½% 1941-71	98	4 11 10	4 12 0
Natal 4% 1937	97	4 2 6	4 11 9
*New South Wales 4½% 1935-1945	65	6 18 6	8 2 6
*New South Wales 5% 1945-65	65	7 13 10	7 16 0
New Zealand 4½% 1945	91½xd	4 18 4	5 7 6
New Zealand 5% 1946	98½	5 1 6	5 2 6
Nigeria 5% 1950-60	103	4 17 1	4 16 6
*Queensland 5% 1940-60	67	7 9 3	7 15 0
South Africa 5% 1945-75	102	4 18 0	4 17 6
*South Australia 5% 1945-75	70	7 2 10	7 5 0
*Tasmania 5% 1945-75	75	6 13 4	6 15 0
*Victoria 5% 1945-75	67	7 9 3	7 13 6
*West Australia 5% 1945-75	72	6 18 11	7 0 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	67	4 9 7	—
Birmingham 5% 1946-56	106	4 14 4	4 12 0
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	76	3 18 11	4 9 6
Hastings 5% 1947-67	105	4 15 3	4 14 3
Hull 3½% 1925-55	82	4 5 4	4 14 9
Liverpool 3½% Redeemable by agreement with holders or by purchase	78	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57xd	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	67xd	4 9 7	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Do. do. 3% "B" 1934-2003	70xd	4 5 9	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 6
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	67	4 9 7	—
Stockton 5% 1946-66	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	105	4 15 3	4 13 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84	4 15 3	—
Gt. Western Railway 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	95½	5 4 9	—
L. & N.E. Rly. 4% Debenture	75	5 6 8	—
L. & N.E. Rly. 4% 1st Guaranteed	73	5 0 7	—
L. & N.E. Rly. 4% 1st Preference	52	7 13 10	—
L. Mid. & Scot. Rly. 4% Debenture	79½	5 0 8	—
L. Mid. & Scot. Rly. 4% Guaranteed	77½	5 3 3	—
L. Mid. & Scot. Rly. 4% Preference	57	7 0 4	—
Southern Railway 4% Debenture	81½	4 18 2	—
Southern Railway 5% Guaranteed	100	5 0 0	—
Southern Railway 5% Preference	91	5 9 11	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

OFFICES TO LET, over surveyors and auctioneers, prominent position, important main road, South London. £78 per annum or with small flat £120 per annum. Box 653, Solicitors' Journal, 29, Breams-buildings, E.C.4.

GOOD opening in South-East London, and suitable premises for solicitor, with small capital.—"E.B.M.," Box 641, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INVESTMENTS.

LEASEHOLD Ground Rent of £7 per annum secured on seven good-class residences in North London, all occupied by lessees and held under one lease at £42 each; underleased at £7, with registration of assignments and 7¼ years' reversion to rack rents of £350 per annum. Price £130.—Box 643, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MORTGAGE FUNDS—Several sums available for first-class securities. Freehold properties in central London preferred.—Apply White, Druce & Brown, Surveyors, 6, Hanover-square, W.1.

F. G. R.

FREEHOLD Ground Rents required on Houses or Shops. Reversions in 50-55 years. Considerable funds available. No commission required.—Please send details to H. E. Foster & Cranfield, Surveyors, 6, Poultry, E.C.2.

LAW BOOKS.

FOR SALE.—L.J. Reports, 1823-1896 (137 vols.), half-calf; Statutes, 1835-1896 (39 vols.), half-calf. Revised Statutes, 1235-1891 (18 vols.), cloth; Statutes at large, from 9 Hen. III to 5 Vict. (28 vols.), good condition; Halsbury's "Laws of England"; what offers?—Box 647, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—"The Solicitors' Journal," Vols. 68 to 73, unbound. What offers?—Box 650, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—"The English and Empire Digest" (thin paper edition); complete set with supplements; unmarked and practically unused. Reasonable offer accepted.—Box 613, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—"The Solicitors' Journal," Vols. 65 to 73, cloth bound, perfect condition. What offers?—Box 589, Solicitors' Journal, 29 Breams-buildings, E.C.4.

MISCELLANEOUS.

LAINDON and surrounding districts, Essex.—Send particulars of land and property for sale to Alfred Rawley, Estate Agent, Laindon, Essex. Telephone: Laindon 7.

INFORMATION REQUIRED.

2s. per line.

MRS. FLORA EMMA KATHERINE ST. GEORGE, decd.—Will anybody having knowledge of any Will or Codicil made since 9th February, 1907, by the above deceased, late of 5, Graham-street, Westminster, please communicate with Messrs. Dowsons & Sankey, of No 7., St. James's-place, S.W.1.

HEIRS WANTED of the Next-of-Kin of the deceased Miss MARGARET BUTCHART SMALL, who resided at Catherine-place, Tayport, Fifeshire, Scotland, the last surviving child of Peter Small, Spirit Dealer, who in 1853 resided in Crichton-street, Dundee, are requested to communicate with the subscriber forthwith.—John R. Strachan, Solicitor, 29, Union-street, Dundee, 8th January, 1931.

SOLICITOR enquiring some years ago for a Mr. WILLIAM MARS please write to C. DEAVIN, 71, Rotherhithe New-road, S.E.16.

MAJOR ANDREW HERBERT CALDECOTT (deed), late Royal Irish (now Ulster) Rifles.—Will any person having in his possession any Wills or draft Wills made by the above-named deceased please communicate immediately with Messrs. Biddle, Thorne, Welsford and Gait, Solicitors, 22, Aldermanbury, E.C.2, England.

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REGINALD JOHN CHIVERS, deceased.—WANTED, NEXT-OF-KIN, or relation of above deceased, late of McCreary, Manitoba, Canada, son of Elizabeth Ann Chivers, formerly of Bryon House, Bedminster, and later of Clifton. Any person who can give any information respecting deceased's family is requested to communicate with Burroughs & Vowles, Solicitors, 21, Bridge-street, Bristol.

EDWARD CLARENCE TRELAWNEY ANSELL (Rex).—Important he COMMUNICATE Cormac and Bolles, Attorneys, 310, Sansome-street, San Francisco.

RE Mrs. QUEENIE J. E. REEVES, deceased.—Will the Solicitor who acted for, or prepared a Will for Mrs. REEVES, late of 11, Hornley Place, Paddington, W.9, and who died June 24th, 1930, please communicate with Box 566, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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